



भारत का राजपत्र The Gazette of India

प्राधिकार से प्रकाशित
PUBLISHED BY AUTHORITY

साप्ताहिक
WEEKLY

सं. 33] नई दिल्ली, अगस्त 8-अगस्त 14, 2010, शनिवार/श्रावण 17-श्रावण 23, 1932
No. 33] NEW DELHI, AUGUST 8-AUGUST 14, 2010, SATURDAY/SHRAVANA 17-SHRAVANA 23, 1932

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह पृथक संकलन के रूप में रखा जा सके
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

कार्मिक, लोक शिकायत तथा पेंशन मंत्रालय
(कार्मिक और प्रशिक्षण विभाग)
नई दिल्ली, 4 अगस्त, 2010

का.आ. 1966.—केन्द्रीय सरकार एतद्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का अधिनियम सं. 25) की धारा 6 के साथ पठित धारा 5 की उप-धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केरल राज्य सरकार, गृह (एम) विभाग की अधिसूचना (एमएस) सं. 96-2010/गृह दिनांक 28 अप्रैल, 2010 द्वारा प्राप्त सहमति से चेम्बरिका और मैंगलौर के खासी, श्री सी.एम. अब्दुल्ला मौलवी की अप्राकृतिक मृत्यु के संबंध में कासरगोड, बेकल पुलिस स्टेशन में पंजीकृत अपराध सं. 102/10 जिसे आपराधिक अन्वेषण विभाग, कोझिकोड अपराध शाखा में पंजीकृत अपराध सं. 211/सीआर/एचएचडब्ल्यू-III/केकेडी/10 में पुनः अंकित किया गया है अन्वेषण के लिए उसी संव्यवहार के अनुक्रम में प्रयासों, दुष्प्रेरणों तथा षड्यंत्रों के संबंध में अथवा उक्त तथ्यों से जुड़त अन्य अपराधों का अन्वेषण करने के लिए दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों और अधिकारिता का विस्तार सम्पूर्ण केरल राज्य पर करती है।

[सं. 228/39/2010-एवीडी-II]
मुकेश चतुर्वेदी, अवर सचिव

MINISTRY OF PERSONNEL, PUBLIC GRIEVANCES
AND PENSIONS

(Department of Personnel and Training)

New Delhi, the 4th August, 2010

S. O. 1966.—In exercise of the powers conferred by sub-section (1) of Section 5 read with Section 6 of the Delhi Special Police Establishment Act, 1946 (Act No. 25 of 1946), the Central Government with the consent of the State Government of Kerala, Home (M) Department, vide Notification G.O. (Ms) No. 96/2010-Home dated 28th April, 2010, hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole of the State of Kerala for investigation of Crime No. 102/10 registered at Bekal Police Station, Kasargod which was re-numbered as Crime No. 211/CR/HHW-III/KKD/10 registered at Crime Branch, Criminal Investigation Department, Kozhikode relating to the unnatural death of Shri C.M. Abdulla Moulavi, Khasi of Chembarikka and Mangalore and attempts, abetments and conspiracy in relation to or in connection with said incident including

offence/offences, if any, committed in course of the same transaction or arising out of the same facts.

[No. 228/39/2010-AVD-II]

MUKESH CHATURVEDI, Under Secy.

वित्त मंत्रालय

(वित्तीय सेवाएं विभाग)

नई दिल्ली, 4 अगस्त, 2010

क्र.आ. 1967.—राष्ट्रीयकृत बैंक (प्रबंध एवं प्रकीर्ण उपबंध) स्कीम, 1970/1980 के खंड 9 के उपखंड (1) और (2) के साथ पठित, बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970/1980 की धारा 9 की उपधारा (3) के खंड (च) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक से परामर्श करने के पश्चात्, एतद्द्वारा, श्री एन. राजागोपाल रेड्डी (जन्म तिथि: 1-7-1953), उप प्रबन्धक, आंध्रा बैंक को उनकी नियुक्ति की अधिसूचना की तिथि से तीन वर्षों की अवधि के लिए अथवा जब तक वे आंध्रा बैंक के अधिकारी के रूप में अपना पदभार नहीं छोड़ देते अथवा अगले आदेशों तक, इनमें जो भी पहले हो, आंध्रा बैंक के निदेशक मंडल में अधिकारी कर्मचारी निदेशक के रूप में नामित करती है।

[फा. सं. 9/57/2009-बीओ-1]

सुमिता ढावरा, निदेशक

MINISTRY OF FINANCE

(Department of Financial Services)

New Delhi, the 4th August, 2010

S. O. 1967.—In exercise of the powers conferred by clause (f) of sub-section (3) of Section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970/1980 read with sub-clause (1) & (2) of clause 9 of The Nationalised Banks (Management & Miscellaneous Provisions) Scheme, 1970/1980, the Central Government, after consultation with the Reserve Bank of India, hereby nominates Shri N. Rajagopal Reddy (DOB: 1-7-1953), Deputy Manager, Andhra Bank, as Officer Employee Director on the Board of Directors of Andhra Bank for a period of three years from the date of notification of his appointment or until he ceases to be an officer of the Andhra Bank or until further orders, whichever is the earliest.

[F. No. 9/57/2009-BO-I]

SUMITA DAWRA, Director

स्वास्थ्य और परिवार कल्याण मंत्रालय

(स्वास्थ्य और परिवार कल्याण विभाग)

नई दिल्ली, 30 जून, 2010

क्र.आ. 1968.—केन्द्रीय सरकार भारतीय चिकित्सा परिषद् अधिनियम, 1956 (1956 का 102) की धारा 11 के उप-खण्ड (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारतीय चिकित्सा परिषद् के

परामर्श के बाद उक्त अधिनियम की प्रथम अनुसूची में निम्नलिखित संशोधन करती है, अर्थात् :-

उक्त प्रथम अनुसूची में शीर्ष 'मान्यता प्राप्त चिकित्सा अर्हता' [कालम (2) में] के अंतर्गत "द तमिलनाडु डा. एम जी आर चिकित्सा महाविद्यालय, चेन्नई, तमिलनाडु" के समक्ष और शीर्ष पंजीकरण के लिए संक्षेपण [कालम (3) में] के तहत जोड़ा जाएगा अर्थात् नामत :-

2	3
बैचलर ऑफ मेडिसिन एवं बैचलर ऑफ सर्जरी	एम.डी.एस. (सरकारी चिकित्सा महाविद्यालय, वेल्तोर, तमिलनाडु में प्रशिक्षित विद्यार्थियों के बारे में फरवरी, 2009 के बाद दि तमिलनाडु डॉ. एमजीआर चिकित्सा महाविद्यालय, चेन्नई, तमिलनाडु द्वारा स्वीकृति प्रदान करते समय यह मान्यता प्राप्त चिकित्सा अर्हता होगी)

[फा. सं. यू. 12012/71/2004-एमई-(पी-II)]

अनिता त्रिपाठी, अवर सचिव

MINISTRY OF HEALTH AND FAMILY WELFARE

(Department of Health and Family Welfare)

New Delhi, the 30th June, 2010

S.O. 1968.—In exercise of the powers conferred by sub-section (2) of Section 11 of the Indian Medical Council Act, 1956 (102 of 1956), the Central Government, after consulting the Medical Council of India, hereby makes the following further amendments in the First Schedule to the said Act. namely:—

In the said First Schedule against "The Tamil Nadu Dr. MGR Medical University, Chennai, Tamil Nadu" under the heading 'Recognised Medical Qualification' [in column(2)] and under the heading 'Abbreviation for Registration' [in column(3)], the following shall be inserted, namely:—

2	3
Bachelor of Medicine and Bachelor of Surgery	MBBS (This shall be a recognized medical qualification when granted by the Tamil Nadu Dr. MGR Medical University, Chennai, Tamil Nadu after February 2009 in respect of students trained at Government Medical College, Vellore, Tamil Nadu)

[No. U-12012/71/2004-ME(P-II)]

ANITA TRIPATHI, Under Secy.

नई दिल्ली, 20 जुलाई, 2010

का.आ. 1969.—केन्द्रीय सरकार भारतीय चिकित्सा परिषद् अधिनियम, 1956 (1956 का 102) की धारा 11 के उप-खण्ड (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, एतद्वारा भारतीय चिकित्सा परिषद् के परामर्श के बाद उक्त अधिनियम की प्रथम अनुसूची में निम्नलिखित और संशोधन करती है, अर्थात्:—

उक्त प्रथम अनुसूची में “भर्तहार विश्वविद्यालय” और उससे संबंधित प्रविष्टियों के बाद “त्रिपुरा विश्वविद्यालय”, अगरतला, त्रिपुरा को जोड़ा जाएगा और ‘मान्यताप्राप्त चिकित्सा अर्हता’ (इसके आगे [कालम (2) के रूप में संदर्भित] शीर्ष के अंतर्गत “त्रिपुरा विश्वविद्यालय”, अगरतला, त्रिपुरा के समक्ष और शीर्ष पंजीकरण के लिए संक्षेपण [कालम (3) में] के तहत निम्नलिखित जोड़ा जाएगा:—

2	3
बैचलर ऑफ मेडिसिन एवं बैचलर ऑफ सर्जरी	एम.बी.बी.एस. (अगरतला सरकारी चिकित्सा महाविद्यालय और अस्पताल, अगरतला, त्रिपुरा में प्रशिक्षित विद्यार्थियों के बारे में जनवरी, 2010 के बाद त्रिपुरा विश्वविद्यालय, त्रिपुरा द्वारा स्वीकृति प्रदान करते समय यह मान्यता प्राप्त चिकित्सा अर्हता होगी)

[फा. सं. यू. 12012/80/2004-एमई(पी-II)]

अनिता त्रिपाठी, अवर सचिव

New Delhi, the 20th July, 2010

S.O. 1969.—In exercise of the powers conferred by sub-section (2) of Section 11 of the Indian Medical Council Act, 1956 (102 of 1956), the Central Government, after consulting the Medical Council of India, hereby makes the following further amendments in the First Schedule to the said Act, namely:—

In the said First Schedule after “Bharthiar University” and entries thereto “Tripura University Agartala Tripura” shall be added and against “Tripura University, Agartala Tripura” under the heading ‘Recognised Medical Qualification’ [hereinafter referred to as column(2)], and under the heading ‘Abbreviation for Registration’ [hereinafter referred to as column (3)], the following shall be inserted, namely:—

2	3
Bachelor of Medicine and Bachelor of Surgery	M.B.B.S. (This shall be a recognized medical qualification when granted by the Tripura Univer- sity, Agartala Tripura after January, 2010 in respect of students trained at Agartala Government Medical College & Hospital, Agartala, Tripura)

[No. U-12012/80/2004-ME(P-II)]

ANITA TRIPATHI, Under Secy.

उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय

(उपभोक्ता मामले विभाग)

भारतीय मानक ब्यूरो

नई दिल्ली, 28 जुलाई, 2010

का.आ. 1970.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उप-नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि अधिसूची में दिए गए मानक(कों) में संशोधन किया गया/किये गये हैं :

अनुसूची

क्रम संख्या	संशोधित भारतीय मानक(कों) की संख्या, वर्ष और शीर्षक	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि
(1)	(2)	(3)	(4)
1.	आई एस 13885 : 2001—स्पंज लौह (डी.आर.आई.) में गैर-चुम्बकत्व/आदग्ध-निर्धारण की पद्धति (पहला पुनरीक्षण)	संशोधन सं.1, जुलाई 2010	31 जुलाई 2010

इस संशोधन की प्रति भारतीय मानक ब्यूरो, मानक भवन 9, बहादुर शाह जयपुर मार्ग, दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, ब. नौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ: एमटीडी 30/टी-15]

पी. घोष, वैज्ञानिक ‘एफ’ एवं प्रमुख (एमटीडी)

MINISTRY OF CONSUMER AFFAIRS, FOOD AND PUBLIC DISTRIBUTION

(Department of Consumer Affairs)

BUREAU OF INDIAN STANDARDS

New Delhi, the 28th July, 2010

S.O. 1970.—In pursuance of clause (b) of sub-rule (1) of Rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each :

SCHEDULE

Sl. No.	No. and title of the Standard (s)	No. and year of the amendment	Date from which the amendment shall have effect
(1)	(2)	(3)	(4)
1.	IS 13885 : 2001-Non-Magnetic/char in sponge iron (DRI)-Methods of determination (First Revision)	Amendment No. 1 July, 2010	31 July, 2010

Copy of this amendment is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref: MT 30/T-15]

P. GHOSH, Sc. 'F' & Head (MTD)

नई दिल्ली, 3 अगस्त, 2010

का.आ. 1971.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उप-नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्द्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गए हैं :

अनुसूची

क्रम संख्या	स्थापित भारतीय मानक (कों) की संख्या, वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
(1)	(2)	(3)	(4)
1.	आई एस 12573 : 2000-पिटवॉ एल्यूमिनियम एवं एल्यूमिनियम मिश्रधातु उत्पादों के लिए स्थूल क्षारण की पद्धति (पहला पुनरीक्षण)	आई एस 12573 : 1988	28 फरवरी 2010

इस भारतीय मानक की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ: एमटीडी 22/टी-8]

पी. घोष, वैज्ञानिक 'एफ' एवं प्रमुख (एमटीडी)

New Delhi, the 3rd August, 2010

S.O. 1971.—In pursuance of clause (b) of sub-rule (1) of rules (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each :

SCHEDULE

Sl. No.	No. and year of the Indian Standards Established	No. and year of the Indian Standards, if any, Superseded by the New Indian Standard	Date of Established
(1)	(2)	(3)	(4)
1.	IS 12573 : 2010-Method for macro etch test for wrought aluminium and aluminium alloy products (First Revision)	IS 12573 : 1988	28 February, 2010

Copy of this standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref: MTD 22/T-8]

P. GHOSH, Sc. 'F' & Head (MTD)

नई दिल्ली, 3 अगस्त, 2010

का.आ. 1972.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उप-नियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्द्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गए हैं :

अनुसूची

क्रम संख्या	स्थापित भारतीय मानक (कों) की संख्या वर्ष और शीर्षक	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि
-------------	--	---	--------------

(1)	(2)	(3)	(4)
1.	आई एस/आई एस ओ 4507 : 2000-तापपुंजित लौह सामग्रियां कार्बुराइज्ड अथवा कार्बोनाईटाइडेड-सूक्ष्म कठोरता परीक्षण द्वारा केस-कठोरन गहराई का निर्धारण और सत्यापन	—	28 फरवरी 2010

इस भारतीय मानक की प्रतियाँ भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग नई दिल्ली-110002, क्षेत्रीय कार्यालयों : नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों : अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, नागपुर, पटना, पूणे तथा तिरुवनन्तापुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ: एमटीडी 25/टी-80]

पी. घोष, वैज्ञानिक 'एफ' एवं प्रमुख (एमटीडी)

New Delhi, the 3rd August, 2010

S.O. 1972.—In pursuance of clause (b) of sub-rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each :

SCHEDULE

Sl. No.	No. and year of the Indian Standards Established	No. and year of, Indian Standards, if any, Superseded by the New Indian Standard	Date of Established
(1)	(2)	(3)	(4)
1.	IS/ISO 4507 : 2000-Sintered ferrous materials, carburized or carbonitrided-Determination and verification of case-hardening depth by a micro-hardness test	—	28 February, 2010

Copy of this standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref: MTD 25/T-80]

P. GHOSH, Sc. 'F' & Head (MTD)

पेट्रोलियम और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 3 अगस्त, 2010

का.आ. 1973.—केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि पारादीप (उड़ीसा) से रायपुर (छत्तीसगढ़) एवं राँची (झारखण्ड) तक पेट्रोलियम उत्पादों के परिवहन के लिये इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा "पारादीप-सम्बलपुर-रायपुर-राँची पाइपलाइन" बिछाई जानी चाहिये;

और केन्द्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि ऐसी भूमि, जिसके नीचे पाइपलाइन बिछाई जाने का प्रस्ताव है और जो इस अधिसूचना से उपाबद्ध अनुसूची में वर्णित है, में उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उनमें उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषण करती है;

कोई व्यक्ति, अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियां जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर, उसमें उपयोग के अधिकार का अर्जन करने या भूमि के नीचे पाइपलाइन बिछाए जाने के संबंध में श्री दिलीप कुमार अग्रवाल, सक्षम प्राधिकारी, इंडियन ऑयल कॉर्पोरेशन लिमिटेड, पारादीप-सम्बलपुर-रायपुर-राँची पाइपलाइन परियोजना, एन-17, सेक्टर 2, अवन्ति विहार, रायपुर-492006 (छत्तीसगढ़) को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

तहसील-महासमुंद	जिला-महासमुंद	राज्य-छत्तीसगढ़			
क्रम सं.	गांव का नाम	खसरा सं.	हेक्टर	एयर वर्ग मीटर	क्षेत्रफल
1	2	3	4	5	6
1.	सिंधुपाली	56	00	14	86
		57	00	11	27
		58	00	06	59
		61	00	09	03
		285	00	00	68
		282	00	14	35
		281	00	04	26
		280	00	11	77
		276	00	25	11
		271	00	06	27
		270	00	06	38

1	2	3	4	5	6
1.	सिंधुपाली	269	00	14	17
		62	00	00	10
		268	00	00	10
		263	00	03	14
		261	00	04	72
		260	00	00	10
		808	00	04	91
		809	00	06	28
		405	00	05	93
		406	00	02	85
		246	00	00	10
		407	00	11	84
		408	00	02	79
		409	00	03	59
		410	00	04	52
		411	00	04	24
		419	00	05	28
		452	00	19	69
		450	00	00	64
		449	00	01	58
		448	00	03	80
		455	00	00	10
		458	00	00	32
		456	00	09	25
		444	00	01	61
		443	00	04	23
		442	00	06	28
		497	00	05	31
		495	00	00	10
		496	00	02	09
		498	00	10	83
		499	00	11	80
		500	00	06	97
		501	00	06	53
		504	00	01	32
		440	00	02	72
		505	00	07	64
		506	00	03	88
		524	00	05	54
		525	00	05	92
		526	00	19	58
		528	00	15	21
		538	00	00	10

1	2	3	4	5	6	1	2	3	4	5	6
1.	सिंधुपाली	537	00	03	06	2.	डुमरपाली	525	00	32	85
		536	00	05	05			489	00	00	97
		535	00	09	03			488	00	11	81
		534	00	08	36			487	00	06	80
		533	00	10	10			475	00	05	52
		532	00	14	76			476	00	05	33
		531	00	09	46			477	00	09	77
		530	00	00	10			427	00	03	01
		556	00	11	43			426	00	02	95
		555	00	13	79			425	00	02	48
		551	00	13	40			433	00	10	20
		559	00	03	86			424	00	26	22
		550	00	02	28			422	00	05	04
		549	00	12	23			423	00	09	72
		560	00	05	14			326	00	06	34
		547	00	06	23			328	00	09	18
2.	डुमरपाली	603	00	19	04			327	00	00	40
		726	00	00	69			329	00	12	97
		727	00	30	67			328/741	00	00	10
		728	00	02	18			322	00	06	72
		729	00	07	71			320	00	01	74
		723	00	01	94			319	00	30	39
		667	00	06	09			318	00	06	40
		668	00	07	96	3.	ढाँक	566	00	05	79
		666	00	11	08			565	00	05	69
		669	00	09	21			564	00	05	97
		658	00	19	48			563	00	09	77
		657	00	09	17			562	00	10	56
		656	00	14	57			532	00	03	55
		652	00	15	85			531/12	00	05	51
		676	00	06	51			531/11	00	00	10
		651	00	04	55			525	00	04	26
		650	00	07	99			526	00	04	55
		678	00	06	35			527	00	04	47
		649	00	14	15			528/1	00	01	26
		679	00	03	44			528/2	00	05	03
		532	00	07	37			48/3	00	04	59
		531	00	00	60			48/37	00	04	54
		530	00	09	07			48/35	00	03	51
		529	00	02	31			48/34	00	03	59
		517	00	08	08			48/33	00	03	96
		527	00	13	06			48/2	00	08	24
		526	00	02	47			42/1	00	08	17

1	2	3	4	5	6	1	2	3	4	5	6
3.	ढाँक	48/9	00	04	59	4.	तेलीबांधा	290	00	05	14
		48/8	00	04	47			289	00	17	65
		48/7	00	04	22			281	00	00	10
		48/6	00	04	00			280	00	14	02
		48/5	00	10	38			279	00	03	03
		48/17	00	00	86			276	00	29	67
		298	00	01	16			275	00	10	51
		524	00	02	62			272	00	07	19
		312/1	00	12	18			263	00	05	41
		310	00	02	75			256	00	19	00
		311	00	02	47			255	00	27	57
		307	00	00	10			545	00	00	10
		305	00	04	81			544	00	00	89
		306	00	02	10			543	00	06	85
		303	00	01	74			520	00	01	71
		283/7	00	00	64			517	00	05	62
		282	00	07	72			516	00	03	51
		281	00	06	13			515	00	06	27
		280	00	04	73			514	00	06	60
		279	00	04	82			513	00	05	81
		278	00	08	38			509	00	04	53
		273	00	02	02			510	00	05	31
		274	00	11	21			511	00	00	79
		252	00	00	18			507	00	03	22
		253	00	00	10			506	00	01	68
		251	00	00	78			505	00	05	22
		250	00	00	94			504	00	06	73
		221	00	03	41			500	00	06	22
		222	00	09	09			498	00	07	34
		223	00	05	26			499	00	00	10
		224	00	00	10			497	00	17	28
		218	00	03	39			489	00	73	15
		217	00	04	43			491	00	01	65
		216	00	03	70			490	00	49	17
		215	00	02	48	5.	झलप	151	00	00	85
		213	00	00	15			146	00	05	16
		214	00	01	66			161	00	01	38
		187	00	02	28			202	00	04	00
		188	00	10	60			201	00	05	80
		189	00	00	10			200	00	13	99
		182/1	00	22	89			203	00	00	58
4.	तेलीबांधा	293	00	07	40			206	00	05	06
		292	00	03	77			207	00	06	45

1	2	3	4	5	6	1	2	3	4	5	6
5.	झलप	209	00	18	48	6.	दुरीडीह	21	00	08	77
		210	00	00	10			25	00	06	56
		224	00	07	63			27/2	00	06	09
		223	00	05	78			27/1	00	03	34
		222	00	04	33			30/1	00	00	41
		221	00	00	20			30/2	00	02	33
		218	00	01	28			29	00	07	43
	239/914		00	04	84			31	00	17	63
	226/1		00	15	85			33	00	15	21
	226/2		00	05	77			35	00	12	32
	236		00	00	58			12	00	28	18
	238		00	05	94			11	00	05	84
	237		00	10	10			42	00	09	93
	147		00	20	75			10	00	02	77
	145		00	09	61			8	00	11	27
	132		00	15	60	7.	गोंगल	770	00	07	22
	133		00	09	76			756	00	09	07
	115		00	26	14			769	00	18	50
	121/2		00	01	17			768	00	03	41
	120		00	05	02			766	00	04	77
	113		00	05	31			686	00	01	26
	105		00	07	56			767/1	00	02	37
	107		00	01	28			555	00	01	24
	106		00	09	21			687	00	00	10
	99		00	04	50			685	00	01	55
	102		00	03	33			683	00	01	01
	100		00	17	60			681	00	03	86
	101		00	03	85			682	00	01	19
	93		00	05	14			680	00	10	00
	94		00	00	44			664	00	08	35
	341		00	02	10	8.	किन्दोली	511	00	01	77
	362		00	12	70			509	00	00	10
	356		00	06	83			512	00	10	65
	357		00	06	38			510	00	07	19
	359/3		00	03	58			505	00	10	34
	358		00	01	19			504	00	03	84
	359/2		00	00	97			501	00	01	90
	359/1		00	18	43			502/1	00	02	34
	351/3		00	04	60			499	00	04	90
	350		00	10	00			483	00	00	22
	401		00	02	19			498/1	00	14	57
	402		00	02	58			495	00	13	47
	403		00	05	18			492	00	00	34

1	2	3	4	5	6	1	2	3	4	5	6
8.	छिन्दोली	490	00	11	78	8.	छिन्दोली	252/4	00	00	41
		489	00	01	24			229/1	00	05	56
		475	00	10	42			248	00	00	46
		473	00	06	06			251	00	07	10
		448	00	01	72			249	00	00	76
		472	00	04	89			250	00	01	18
		450	00	00	10			255	00	17	36
		454	00	05	09			254	00	00	10
		452	00	00	57			274	00	04	37
		453	00	06	10			272	00	10	43
		439	00	12	33			273	00	04	40
		400	00	19	23			1193	00	04	65
		392	00	00	69			1190	00	04	87
		393	00	04	53			1191	00	12	87
		394	00	05	65			1192	00	03	02
		388	00	14	18			1182	00	06	34
		343	00	06	70			1209/2	00	11	64
		347	00	15	56			1208	00	02	06
		349	00	00	10			1209/5	00	08	86
		352	00	11	64			1206	00	00	16
		354	00	14	26			1201	00	06	42
		355	00	01	32			1202	00	04	77
		314	00	05	69			1203	00	06	55
		157	00	11	14			1204	00	00	28
		147	00	09	10			1200	00	00	10
		148	00	15	66	9.	सिधोरी	445	00	01	52
		142	00	16	73			105	00	00	93
		141	00	03	89			1006/1106	00	06	28
		140	00	05	52			106	00	06	69
		138	00	06	37			107	00	05	82
		137	00	09	23			110	00	04	20
		178	00	05	48			108	00	06	90
		169	00	23	34			134	00	13	30
		170/1	00	03	95			148	00	09	65
		168	00	14	14			144	00	00	52
		181	00	06	15			154	00	19	59
		225	00	15	36			155	00	09	16
		232	00	02	56			82	00	00	10
		226	00	05	51			156	00	00	53
		229/7	00	04	20			157	00	02	86
		228	00	22	38			79	00	16	67
		229/3	00	00	10			60	00	06	76
		229/2	00	01	52			160	00	17	67

1	2	3	4	5	6	1	2	3	4	5	6
10.	फुलवारी	345	00	10	28	11.	चिरको	768/1	00	00	
		341	00	14	01			776	00	11	04
		340	00	08	71			777	00	09	53
		337	00	00	10			778	00	04	01
		338	00	10	79			781	00	10	64
		335	00	11	79			780	00	00	35
		339	00	00	93			782	00	04	00
		317	00	01	17			784	00	03	82
		319	00	12	03			786/1	00	00	10
		320	00	02	31			785	00	00	60
		321	00	01	86			790/2	00	06	94
		250	00	02	50			790/3	00	06	63
		186	00	08	15			790/7	00	13	65
		187	00	00	80			795	00	00	53
		185	00	04	98			794	00	20	18
		61	00	01	06			817	00	02	49
		62	00	03	70			818	00	09	99
		63	00	05	66			829	00	04	05
		64	00	06	30			828	00	03	98
		65	00	05	75			827	00	09	10
		103	00	00	10			850	00	17	34
		102	00	00	83			851	00	03	95
		66	00	04	45			852	00	04	64
		76	00	01	55			882	00	09	42
		101	00	03	36			883	00	10	99
		69	00	08	76			884	00	03	57
		99	00	00	90			876	00	03	24
		96	00	01	72			874	00	03	62
		97	00	03	50			873	00	08	15
		95	00	04	62			931	00	06	45
		84	00	02	18			947	00	02	99
		86	00	07	39			946	00	09	67
		85	00	02	33			945	00	04	72
		87	00	01	87			938	00	02	16
		82	00	04	98			939	00	10	41
		81	00	09	06			936	00	00	20
		91	00	01	52			935	00	16	57
	91/416	00	03	88				1239	00	01	74
11.	चिरको	759	00	03	17			1238	00	07	15
		760	00	07	96			1237	00	05	51
		761	00	09	07			1707	00	01	78
		766	00	08	86			1700	00	07	91
		767	00	09	09			1699	00	00	48

1	2	3	4	5	6	1	2	3	4	5	6
11.	चिरको	1705	00	02	68	12.	सालिहाभाठा	95	00	00	26
		1697	00	01	44			93	00	08	51
		1706	00	08	32			94	00	08	27
		1693	00	04	02			92	00	10	65
		1691	00	14	47			91	00	15	41
		1680	00	00	82			11	00	00	81
		1678	00	08	74			12	00	01	17
		1670	00	03	80	13.	तोरला	616/2	00	00	27
		1682	00	03	79			615	00	03	21
		1683	00	05	41			614	00	02	55
		1679	00	00	35			472	00	01	79
		1669	00	03	62			469	00	12	28
		1668	00	00	73			468	00	09	61
		1667	00	05	57			467	00	17	48
		1736	00	02	35			466	00	02	97
		1791	00	06	35			465	00	04	82
		1792	00	11	85			462	00	01	83
		1794	00	01	70			471	00	05	23
		1796	00	10	53			443	00	21	66
		1665	00	09	03			446	00	23	75
		1795	00	05	66			451	00	02	82
		1860	00	03	93			450	00	00	10
		1628	00	20	50	14.	पटेवा	1994	00	03	07
		1627	00	02	28			1917	00	00	26
		1629	00	10	66			1915	00	09	82
		1630	00	00	10			1914	00	02	48
		1626	00	07	15			1916	00	12	58
		1625	00	03	31			1922	00	04	09
		1618	00	13	20			1923	00	01	60
		1616	00	09	79			1921	00	00	94
		1617	00	03	83			1920	00	00	33
		1619	00	08	51			1936	00	03	34
		1615	00	37	12			1942	00	03	71
		1611	00	24	68			1944	00	02	69
		1610	00	07	06			1952	00	00	18
		107	00	11	90			1945	00	04	56
12.	सालिहाभाठा	103	00	05	19			1946	00	02	33
		106	00	00	15			1909	00	03	10
		105	00	12	27			1868	00	00	70
		100	00	00	88			1869	04	04	70
		104	00	01	04			1871	00	02	39
		99	00	01	45			1875	00	03	17
		96	00	23	67			1876	00	00	13

1	2	3	4	5	6	1	2	3	4	5	6
14.	पटेवा	1874	00	10	83	15.	बोडरा	240/2	00	06	95
		1877	00	08	98			240/1	00	02	04
		1879	00	20	20			238	00	00	19
		1885	00	02	80			237/1	00	04	72
		1881	00	22	35			228	00	05	11
		1880	00	05	56			227	00	00	10
		1753	00	04	90			222	00	21	78
		1754	00	02	74			189	00	03	30
		1755	00	07	67			174	00	21	21
15.	बोडरा	372½	00	06	60			181	00	05	78
		376	00	09	58			180	00	05	55
		375	00	12	71			175	00	05	91
		379	00	16	03			173	00	00	10
		380	00	04	72			172	00	00	54
		370	00	06	79			170	00	18	12
		359	00	03	37			169	00	11	00
		399	00	03	08			167	00	01	55
		400	00	07	97			168	00	05	14
		402	00	05	88			166	00	01	47
		401	00	09	25			117	00	24	06
		409	00	07	21			116	00	09	24
		336	00	00	90			145	00	05	52
		325	00	02	40			124	00	00	75
		266	00	02	36			123	00	22	46
		267	00	25	34			118	00	02	95
		263	00	04	24			122	00	15	34
		270	00	02	18			121	00	02	93
		272	00	02	44	16.	नवागांव	1	00	06	84
		273	00	04	84			71	00	00	27
		274	00	07	44			72	00	75	61
		316	00	03	10			6	00	00	28
		315	00	01	54			7	00	08	91
		275	00	06	09			10	00	10	28
		259	00	04	29			3	00	04	93
		277	00	01	88			2	00	03	39
		258	00	00	18			15	01	28	81
		257	00	03	58	17.	जलकी	1254	00	01	11
		252	00	01	80			1253	00	03	76
		256	00	03	71			1252	00	30	22
		253	00	04	33			1251	00	01	97
		254	00	04	12			1249	00	08	15
		240/5	00	02	92			1247	00	12	16
		240/3	00	04	35			1220	00	07	81

1	2	3	4	5	6	1	2	3	4	5	6
17.	जलकी	1221	00	06	42	17.	जलकी	746	00	06	38
		1222	00	03	19			744	00	00	10
		1231	00	00	10			745	00	15	92
		1230	00	02	71			597	00	05	12
		1225	00	00	25			598	00	02	17
		1226	00	08	16			599	00	00	10
		1227	00	00	29			596	00	01	00
		1229	00	11	77			600	00	16	04
		1235	00	06	65			608/10	00	04	94
		1236	00	00	15			608/4	00	07	34
		1196	00	02	20			608/5	00	06	05
		1195	00	06	73			608/2	00	08	30
		1194	00	02	06			608/1	00	02	21
		1193	00	01	36			614	00	02	73
		1103	00	00	77			615	00	06	28
		1104/3	00	05	85			616	00	02	10
		1192	00	00	41			617	00	02	74
		1191	00	00	15			618	00	00	23
		1107	00	10	21			581	00	00	69
		1190	00	05	45			580	00	06	28
		1189	00	06	81			619	00	00	17
		1143	00	39	93			502	00	12	45
		1142	00	02	92			501	00	05	69
		1121	00	22	26			499	00	04	33
		1122	00	23	37			497	00	03	80
		1126	00	10	47			494/4	00	01	67
		1128/9	00	08	82			496/2	00	08	56
		1128/10	00	06	90			494/3	00	00	15
		1128/11	00	00	10			494/2	00	06	23
		1129	00	05	72			488	00	07	46
		1130	00	05	42			494/1	00	06	02
		1131	00	05	11			489	00	09	55
		1132	00	02	52			326	00	04	95
		1000	00	02	93			321	00	01	45
		982	00	32	79			298	00	09	34
		1262/3	00	05	48			305	00	02	95
		1262/2	00	02	47			304	00	02	87
		1262/1	00	00	79			302	00	01	73
		1263	00	00	41			301	00	02	64
		1264	00	00	25			300	00	01	27
		748	00	16	34			295	00	03	93
		743	00	02	83			216	00	03	29
		747	00	00	84			256	00	10	85

1	2	3	4	5	6	1	2	3	4	5	6
17.	जलकी	257	00	11	26	18.	बांसकुडा	783	00	00	43
		268	00	03	79			785	00	05	63
		258	00	06	25			786	00	41	84
		259	00	00	10			966	00	05	77
		267	00	04	52			967	00	23	95
		266	00	05	01			292	00	07	78
		265	00	07	56			198	00	02	88
		261	00	00	49			199/1	00	11	11
		264	00	08	60			200	00	03	19
		263	00	00	88			242	00	01	73
18.	बांसकुडा	652	00	07	76			241	00	07	90
		653	00	09	08			201	00	04	93
		654/3	00	04	29			224	00	02	19
		654/1	00	45	86			240	00	03	70
		640	00	07	18			239	00	09	64
		639	00	17	55			225	00	00	18
		641	00	02	34			238	00	08	39
		638	00	10	92			226	00	08	71
		694	00	10	32			227	00	02	60
		693	00	03	72			237	00	01	49
		695	00	02	11			236	00	12	14
		702	00	11	84			251	00	00	82
		703	00	14	86			235	00	08	87
		701	00	26	84			234	00	05	41
		704	00	00	72			255	00	12	27
		700	00	00	10			233	00	00	53
		707	00	16	22			256	00	00	77
		748	00	07	38			257	00	00	10
		749	00	05	03			259	00	03	47
		747	00	05	08			268	00	00	82
		709/5	00	02	14			260	00	08	68
		746	00	21	04			261	00	05	34
		744/2	00	03	86			264	00	06	21
		745	00	08	69			263	00	03	53
		772	00	10	45			1104	00	07	40
		773	00	01	34			1105	00	02	31
		774	00	08	43			1108	00	01	98
		780	00	03	74	19.	बिरबीरा	2	00	01	69
		779	00	08	01			154	00	09	83
		799	00	01	01			152	00	01	38
		798	00	04	70			153	00	09	34
		781	00	05	82			162	00	07	71
		782	00	06	59			163	00	10	82
								238	01	18	91

1	2	3	4	5	6	1	2	3	4	5	6
20.	पिरदा	523	00	11	49		खैरझिटी (जारी)	1114	00	17	85
		521	00	10	15			1111	00	01	69
		520	00	10	96			1104	00	05	77
		519	00	06	23			1103	00	15	06
		518	00	03	28			1101	00	00	96
		517	00	00	32			1099	00	13	09
		229	00	24	23			1062	00	02	80
		512	00	22	20			1061	00	07	67
		510	00	01	87			1045	00	43	59
		413	00	01	39			1033	00	12	30
		412	00	06	97			1032	00	06	57
		415	00	04	87			1015	00	04	96
		411	00	18	66			1031	00	00	10
		410	00	01	13			1016	00	18	16
		408	00	05	38			1011	00	01	65
		409	00	07	53			1018	00	21	93
		406	00	06	86			1019	00	00	94
		407	00	10	75			1010	00	20	68
		419	00	02	64			1009	00	00	10
		348	00	02	24			1005	00	21	24
		349	00	16	12			1007	00	16	30
		341	00	12	70			1006	00	10	33
		339	00	14	64			983	00	05	44
		337	00	06	53			915	00	05	14
		336	00	17	68			914	00	21	79
		323	00	02	56			912	00	02	34
		322	00	21	08			919	00	15	81
		318	00	00	10			909	00	07	08
		319	00	09	76			921	00	04	15
		369	00	00	10			920	00	00	63
		313	00	03	27			908	00	00	10
		287	00	16	19			892	00	02	20
		215	00	05	93			887	00	00	37
		216	00	10	96			888	00	00	80
21.	मालीडोह	681	00	00	10	23.	बेंद्रिडीह	75/2	00	00	38
		682/1	00	11	45			70/2	00	01	67
		684	00	10	43			69	00	02	59
		686	00	05	71			71	00	02	67
		679	00	15	45			67	00	01	81
		678/2	00	08	25			65	00	00	82
		678/3	00	04	18			66	00	05	74
22.	खैरझिटी	1116	00	03	01			57	00	05	85
		1115	00	01	00			54	00	01	59

1	2	3	4	5	6	1	2	3	4	5	6
	बेंद्रिडीह (जारी)	56	00	00	23		तुमगांव (जारी)	237	00	10	14
		58	00	04	84			238	00	01	83
		59	00	00	13			126	00	17	39
		60	00	06	33			125	00	00	85
		50	00	07	73			122	00	07	09
		45	00	03	09			121	00	08	94
		43	00	03	42			119	00	00	66
		100	00	07	12			116	00	06	97
		109	00	01	82			117	00	00	10
		108	00	07	91			118	00	06	38
		102/1	00	01	88			51	00	16	92
		101	00	20	20			52/1	00	02	31
24.	भोरिंग	5660	00	00	49			52/2	00	04	23
		5657	00	03	06			53/2	00	05	65
		5658	00	11	57			10	00	00	33
		5656	00	03	06			54	00	10	34
		5439	00	14	57			56/1	00	00	20
		5440	00	07	74			138	00	00	12
		5436	00	32	89	26.	अमावस	456	00	00	10
25.	तुमगांव	378	00	00	90			458	00	09	13
		377	00	04	17			459	00	00	10
		375	00	06	30			460	00	08	30
		376	00	01	76			461	00	07	56
		374	00	00	16			464	00	10	92
		372	00	07	02			465	00	10	86
		371	00	02	08			466	00	06	00
		362	00	14	60			467	00	05	31
		359	00	10	32			469	00	04	00
		356	00	02	09			475	00	01	40
		354	00	06	94			479	00	05	72
		355	00	01	79			478	00	05	19
		220	00	08	00			480	00	05	44
		343	00	10	87			481	00	07	05
		3455	00	03	29			532	00	01	65
		224	00	00	87			533	00	15	50
		225	00	02	78			536	00	16	74
		226	00	07	50			535	00	05	44
		341	00	15	34			537	00	06	53
		230	00	08	90			538	00	16	34
		229	00	02	68			488	00	09	85
		232	00	15	29			526	00	03	34
		236	00	05	80			525	00	13	39
		235	00	00	10			524	00	07	62

1	2	3	4	5	6	1	2	3	4	5	6
	अमावस (जारी)	523	00	15	26		कांपा (जारी)	662	00	01	39
		522	00	00	75			665	00	03	29
		528	00	00	10			1543	00	03	85
27.	गोपालपुर	15	00	04	88			1288	00	02	98
		14/1	00	11	04			1287	00	16	99
		31	00	16	62			1293	00	12	30
		14/2	00	10	21			1294	00	07	78
		357	00	08	04			1295	00	00	91
		346	00	15	39			1297	00	09	57
		348	00	05	31			1298	00	02	00
		355	00	14	31			1302	00	12	08
		10	00	00	23			1301	00	09	11
		9/1	00	30	31			1311	00	14	69
		9/2	00	08	66			1310	00	10	91
		8/2	00	02	49			1317	00	02	47
		6	00	05	30			1318	00	02	72
		7	00	16	16			1322	00	01	92
		1	00	05	85			1331	00	03	09
28.	मुसकी	1	00	08	08			1358	00	03	43
		6	00	00	10			1359	00	00	10
		7	00	06	98			1355	00	13	68
		8	00	03	34			1369	00	01	58
		3	00	08	57			1382	00	04	73
		2	00	04	90			1448	00	01	07
		13	00	00	10			1450	00	09	21
		15	00	08	52			1453	00	00	10
		19	00	02	00			1454/1	00	09	84
		20	00	04	59			1454/2	00	00	34
		23	00	10	94			1457	00	13	70
		36	00	17	91			1456	00	00	10
		27	00	00	49			1459	00	02	49
		34	00	00	13			1472	00	07	22
		33	00	00	27			1460	00	19	78
		29	00	13	94			1469	00	06	24
		28	00	02	56			1470	00	01	04
		66	00	14	68			1468	00	15	44
		67	00	13	93			1357	00	03	48
		68	00	14	10			1467	00	03	99
		69	00	05	34			1465	00	01	58
		70	00	09	84			1466	00	01	72
29.	कांपा	663	00	28	45			1164	00	02	58
		661	00	00	10			1136	00	06	94
								1137	00	07	81

1	2	3	4	5	6	1	2	3	4	5	6
	कांसा (जारी)	1138	00	00	47		परसवानी (जारी)	455	00	01	65
		1134	00	04	16			454	00	07	75
		1135	00	01	34			474	00	13	77
		1133	00	10	28			475	00	15	27
		1132	00	04	92			476	00	07	81
		1130	00	00	34			482	00	21	06
		1131	00	11	42			481	00	10	89
		1115	00	00	10			564	00	23	90
		1116	00	07	36			567	00	15	16
		1117	00	02	90			572	00	14	35
		1118	00	13	07			635	00	02	83
		1119	00	01	78			630	00	63	17
		1084	00	09	12			599	00	01	64
		1087	00	00	10			596	00	07	35
		1085	00	00	91			598	00	06	72
		1086	00	00	10			597	00	14	14
30.	परसवानी	381	00	19	32			594	00	01	99
		382	00	04	92			595	00	06	88
		400	00	05	79			579	00	21	41
		399	00	07	37			578	00	16	71
		396	00	06	01	31.	बेलसोंडा	2021	00	00	30
		395	00	18	29			2018	00	01	81
		414	00	16	72			2017	00	04	57
		416	00	00	10			2016	00	04	45
		393	00	04	02			2015	00	03	51
		422	00	05	00			2011	00	14	72
		323	00	12	25			2191	00	02	90
		322	00	02	14			2192	00	19	57
		321	00	01	55			1973	00	05	93
		319	00	04	10			2007	00	06	27
		425	00	00	73			2006	00	00	95
		426	00	02	90			2005	00	07	24
		318	00	00	59			1978	00	01	87
		427	00	01	92			1977	00	02	46
		428	00	03	18			1976	00	08	06
		429	00	03	45			2258	00	04	81
		436	00	11	82			2259	00	13	96
		435	00	00	10			2262	00	01	69
		443	00	06	56			2264	00	04	76
		449	00	11	87			1977	00	00	10
		450	00	02	19			2340	00	06	41
		451	00	05	83			2302	00	30	86
		452	00	06	70						

1	2	3	4	5	6	1	2	3	4	5	6
	बेलसोंडा (जारी)	2303	00	03	88		बेलसोंडा (जारी)	2498	00	09	01
		2372	00	03	54			2497	00	04	07
		2374	00	16	39			2496	00	08	01
		2373	00	07	46			2503	00	00	24
		2423	00	04	97			2500	00	04	21
		2376	00	21	49			2502	00	08	10
		2433	00	06	54			1569	00	01	03
		2438	00	03	48			1571	00	02	50
		2437	00	17	52			1567	00	06	63
		2436	00	14	88			1568	00	11	10
		2460	00	05	61			1573	00	01	29
		2095	00	02	88			1366	00	02	71
		2094	00	09	10			1367	00	06	65
		2103	00	00	10			1353	00	05	11
		2105	00	01	70			1352	00	13	13
		2106	00	03	16			1351	00	03	09
		2108	00	05	95			1349	00	00	10
		2109	00	03	73			1350	00	05	71
		2123	00	00	10			1348	00	10	41
		2110	00	03	11			1347	00	06	93
		2122	00	03	28			1344	00	08	20
		2119	00	07	02			1345	00	03	29
		2120	00	00	10			1128	00	39	72
		2113	00	00	47			1154	00	03	57
		2118	00	06	99			1153	00	08	59
		2117	00	02	10			1152	00	09	91
		2114	00	01	40			1151	00	08	24
		2116	00	00	83			1410	00	11	29
		2115	00	01	61			1412	00	23	41
		2044	00	06	90			1445	00	21	89
		2154	00	00	16			1435/1	00	00	10
		2043	00	00	43			1444	00	02	63
		2155	00	07	01			1441	00	00	10
		2156	00	05	07			1443	00	09	19
		2020	00	04	65			1442	00	13	46
		2019	00	09	05	32.	नांदगांव	620	00	08	55
		2487	00	26	01			611	00	02	33
		2491	00	17	34			612	00	05	88
		2492	00	00	10			621	00	00	19
		2490	00	10	60			608	00	22	44
		2493	00	01	99			613	00	01	45
		2494	00	07	49			607	00	00	10
		2495	00	08	33			604	00	13	96
								575	00	11	23

1	2	3	4	5	6	1	2	3	4	5	6
नांदगांव (जारी)	659	00	02	32		नांदगांव (जारी)	352/2	00	03	87	
	658	00	00	10			352/1	00	03	50	
	660	00	06	71			353	00	07	01	
	662	00	05	72			354	00	00	98	
	663	00	07	32			317	00	25	32	
	664	00	11	95			319	00	09	43	
	667	00	00	48			321	00	03	85	
	666	00	03	34			324	00	06	75	
	665	00	12	57			323	00	01	42	
693/1	00	08	74				322	00	10	06	
906	00	09	62				270	00	05	66	
905	00	08	58				271	00	05	40	
909	00	08	53				272	00	09	93	
910	00	05	94				247	00	00	15	
908	00	01	06				248	00	03	92	
911	00	04	25				249	00	05	44	
1832	00	04	23				252	00	03	88	
439	00	00	35				253	00	00	93	
432	00	21	50				236	00	16	72	
431	00	07	28				237	00	01	84	
422	00	01	77				230	00	04	45	
430	00	07	33				229	00	11	63	
423	00	04	07				224/2	00	08	29	
424	00	01	19				228/4	00	00	10	
419	00	07	23				225	00	07	79	
418	00	01	76				226	00	04	78	
411	00	05	38				22	00	00	10	
412	00	05	16				21	00	10	42	
413	00	06	01				20	00	14	03	
402	00	11	18				18	00	01	41	
401	00	05	51			33. मुडेना	19	00	03	71	
400	00	19	42				691	00	05	07	
399	00	03	82				692	00	00	10	
398	00	06	02				689	00	10	66	
1852	00	00	77				688	00	04	50	
397	00	01	80				687	00	06	58	
370	00	02	42				683	00	02	21	
374	00	04	02				680	00	36	53	
375	00	01	32				436	00	02	59	
373	00	04	77				434	00	20	89	
376	00	03	61				1	00	80	69	
377	00	03	92				684	00	01	51	
357	00	03	60								

[सं. आर-25011/25/2010-ओ आर-1]

बी. के. दत्ता, अवर सचिव

MINISTRY OF PETROLEUM AND NATURAL GAS

New Delhi, the 3rd August, 2010

S.O. 1973—Whereas, it appears to the Central Government that it is necessary in the public interest that for the transportation of petroleum products from Paradip (Orissa) to Raipur (Chhattisgarh) & Ranchi (Jharkhand), a "Paradip - Sambalpur - Raipur Ranchi Pipeline" should be laid by Indian Oil Corporation Limited;

And whereas, it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the right of user in the land described in the schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by Sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1952 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said schedule may, within twenty-one days from the date on which the copies of this notification, as published in the Gazette of India, are made available to the General Public, object in writing to the acquisition of the right of user therein or laying of the pipeline under the land to Shri Dilip Kumar Agrawal, Competent Authority, Indian Oil Corporation Limited, Paradip - Sambalpur - Raipur - Ranchi Pipeline Project, N-17, Sector -2, Avanti Vihar, Raipur - 492006, Chhattisgarh.

SCHEDULE

Tehsil : Mahasamund		District : Mahasamund		State Chhattisgarh	
Sr. No.	Name of the Village	Plot No.	Area		
			Hectare	Are	Sq. Mtr.
1	2	3	4	5	6
1	Sindhupali	56	00	14	86
		57	00	11	27
		58	00	06	59
		61	00	09	03
		285	00	00	68
		282	00	14	35
		281	00	04	26
		280	00	11	77
		276	00	25	11
		271	00	06	27
		270	00	06	38
		269	00	14	17
		62	00	00	10

1	2	3	4	5	6
Sindhupali (contd.)		268	00	00	10
		263	00	03	14
		261	00	04	72
		260	00	00	10
		808	00	04	91
		809	00	06	28
		405	00	05	93
		406	00	02	85
		246	00	00	10
		407	00	11	84
		408	00	02	79
		409	00	03	59
		410	00	04	52
		411	00	04	24
		419	00	05	28
		452	00	19	69
		450	00	00	64
		449	00	01	58
		448	00	03	80
		455	00	00	10
		458	00	00	32
		456	00	09	25
		444	00	01	61
		443	00	04	23
		442	00	06	28
		497	00	05	31
		495	00	00	10
		496	00	02	09
		498	00	10	83
		499	00	11	80
		500	00	06	97
		501	00	06	53
		504	00	01	32
		440	00	02	72
		505	00	07	64
		506	00	03	88
		524	00	05	54
		525	00	05	92
		526	00	19	58
		528	00	15	21
		538	00	00	10
		537	00	03	06
		536	00	05	05

1	2	3	4	5	6	1	2	3	4	5	6
Sindhupali (contd.)	535	00	09	03		Dumerpali (contd.)	488	00	11	81	
	534	00	08	36			487	00	06	80	
	533	00	10	10			475	00	05	52	
	532	00	14	76			476	00	05	33	
	531	00	09	46			477	00	09	77	
	530	00	00	10			427	00	03	01	
	556	00	11	43			426	00	02	95	
	555	00	13	79			425	00	02	48	
	551	00	13	40			433	00	10	20	
	559	00	03	86			424	00	26	22	
	550	00	02	28			422	00	05	04	
	549	00	12	23			423	00	09	72	
	560	00	05	14			326	00	06	34	
	547	00	06	23			328	00	09	18	
2. Dumerpali	603	00	19	04			327	00	00	40	
	726	00	00	69			329	00	12	97	
	727	00	30	67			328/741	00	00	10	
	728	00	02	18			322	00	06	72	
	729	00	07	71			320	00	01	74	
	723	00	01	94			319	00	30	39	
	667	00	06	09			318	00	06	40	
	668	00	07	96		3. Dhank	566	00	05	79	
	666	00	11	08			565	00	05	69	
	669	00	09	21			564	00	05	97	
	658	00	19	48			563	00	09	77	
	657	00	09	17			562	00	10	56	
	656	00	14	57			532	00	03	55	
	652	00	15	85			531/12	00	05	51	
	676	00	06	51			531/11	00	00	10	
	651	00	04	55			525	00	04	26	
	650	00	07	99			526	00	04	55	
	678	00	06	35			527	00	04	47	
	649	00	14	15			528/1	00	01	26	
	679	00	03	44			528/2	00	05	03	
	532	00	07	37			48/3	00	04	59	
	531	00	00	60			48/37	00	04	54	
	530	00	09	07			48/35	00	03	51	
	529	00	02	31			48/34	00	03	59	
	517	00	08	08			48/33	00	03	96	
	527	00	13	06			48/2	00	08	24	
	526	00	02	47			42/1	00	08	17	
	525	00	32	81			48/9	00	04	59	
	489	00	00	97			48/8	00	04	47	

1	2	3	4	5	6	1	2	3	4	5	6
Dhank (contd.)	48/7	00	04	22		Telibandha (contd.)	281	00	00	10	
	48/6	00	04	00			280	00	14	02	
	48/5	00	10	38			279	00	03	03	
	48/17	00	00	86			276	00	29	67	
	298	00	01	16			275	00	10	51	
	524	00	02	62			272	00	07	19	
	312/1	00	12	18			263	00	05	41	
	310	00	02	75			256	00	19	00	
	311	00	02	47			255	00	27	57	
	307	00	00	10			545	00	00	10	
	305	00	04	81			544	00	00	89	
	306	00	02	10			543	00	06	85	
	303	00	01	74			520	00	04	71	
	283/7	00	00	64			517	00	05	62	
	282	00	07	72			516	00	03	51	
	281	00	06	13			515	00	06	37	
	280	00	04	73			514	00	06	60	
	279	00	04	82			513	00	05	81	
	278	00	08	38			509	00	04	53	
	273	00	02	02			510	00	05	31	
	274	00	11	21			511	00	00	79	
	252	00	00	18			507	00	03	22	
	253	00	00	10			506	00	01	68	
	251	00	00	78			505	00	05	22	
	250	00	00	94			504	00	06	73	
	221	00	03	41			500	00	06	22	
	222	00	09	09			498	00	07	34	
	223	00	05	26			499	00	00	10	
	224	00	00	10			497	00	17	28	
	218	00	03	39			489	00	73	15	
	217	00	04	43			491	00	01	65	
	216	00	03	70			490	00	49	17	
	215	00	02	48		5. Jhalap	151	00	00	85	
	213	00	00	15			146	00	05	16	
	214	00	01	66			161	00	01	38	
	187	00	02	28			202	00	04	09	
	188	00	10	60			201	00	05	30	
	189	00	00	10			200	00	13	99	
	182/1	00	22	89			203	00	00	58	
	293	00	07	40			206	00	05	06	
	292	00	03	77			207	00	06	45	
	290	00	05	14			209	00	18	48	
4. Telibandha	289	00	17	65			210	00	00	10	

1	2	3	4	5	6	1	2	3	4	5	6
Jhalap (contd.)	224	00	07	63		Turidih (contd.)	27/2	00	06	09	
	223	00	05	78			27/1	00	03	34	
	222	00	04	33			30/1	00	00	41	
	221	00	00	20			30/2	00	02	33	
	218	00	01	28			29	00	07	43	
	239/914	00	04	84			31	00	17	63	
	226/1	00	15	85			33	00	15	21	
	226/2	00	05	77			35	00	12	32	
	236	00	00	58			12	00	28	18	
	238	00	05	94			11	00	05	84	
	237	00	10	10			42	00	09	93	
	147	00	20	75			10	00	02	77	
	145	00	09	61			8	00	11	27	
	132	00	15	60		7. Gongal	770	00	07	22	
	133	00	09	76			756	00	09	07	
	115	00	26	14			769	00	18	50	
	121/2	00	01	17			768	00	03	41	
	120	00	05	02			766	00	04	77	
	113	00	05	31			686	00	01	26	
	105	00	07	56			767/1	00	02	37	
	107	00	01	28			555	00	01	24	
	106	00	09	21			687	00	00	10	
	99	00	04	50			685	00	01	55	
	102	00	03	33			683	00	01	01	
	100	00	17	60			681	00	03	86	
	101	00	03	85			682	00	01	19	
	93	00	05	14			680	00	10	00	
	94	00	00	44			684	00	08	35	
	341	00	02	10		8. Chhindeli	511	00	01	77	
	362	00	12	83			509	00	00	10	
	356	00	06	83			512	00	10	65	
	357	00	06	28			510	00	07	19	
	359/3	00	03	58			505	00	10	34	
	358	00	01	19			504	00	03	84	
	359/2	00	00	97			501	00	01	90	
	359/1	00	18	43			502/1	00	02	34	
	351/3	00	04	60			499	00	04	90	
	350	00	10	00			483	00	00	22	
	401	00	02	19			498/1	00	14	57	
	402	00	02	58			495	00	13	47	
	403	00	05	18			492	00	00	34	
6. Turidih	21	00	08	77			490	00	11	78	
	25	00	06	56			489	00	01	24	

1	2	3	4	5	6	1	2	3	4	5	6
Chhindoli (contd.)	475	00	10	42		Chhindoli (contd.)	248	00	00	46	
	473	00	06	06			251	00	07	10	
	448	00	01	72			249	00	00	76	
	472	00	04	89			250	00	01	18	
	450	00	00	10			255	00	17	36	
	454	00	05	09			254	00	00	10	
	452	00	00	57			274	00	04	37	
	453	00	06	10			272	00	10	43	
	439	00	12	33			273	00	04	40	
	400	00	19	23			1193	00	04	65	
	392	00	00	69			1190	00	04	87	
	393	00	04	53			1191	00	12	87	
	394	00	05	65			1192	00	03	02	
	388	00	14	18			1182	00	06	34	
	343	00	06	70			1209/2	00	11	64	
	347	00	15	56			1208	00	02	06	
	349	00	00	10			1209/5	00	08	86	
	352	00	11	64			1206	00	00	16	
	354	00	14	26			1201	00	06	42	
	355	00	01	32			1202	00	04	77	
	314	00	05	69			1203	00	06	55	
	157	00	11	14			1204	00	00	28	
	147	00	00	10			1200	00	00	10	
	148	00	15	66		9. Singhori	445	00	01	52	
	142	00	16	73			105	00	00	93	
	141	00	03	89			1006/1106	00	06	28	
	140	00	05	52			106	00	06	69	
	138	00	06	37			107	00	05	82	
	137	00	09	23			110	00	04	20	
	178	00	05	48			108	00	06	90	
	169	00	23	34			134	00	13	30	
	170/1	00	03	95			148	00	09	65	
	168	00	14	14			144	00	00	52	
	181	00	06	15			154	00	19	59	
	225	00	15	36			155	00	09	16	
	232	00	02	56			82	00	00	10	
	226	00	05	51			156	00	00	53	
	229/7	00	04	20			157	00	02	86	
	228	00	22	38			79	00	16	67	
	229/3	00	00	10			60	00	06	76	
	229/2	00	01	52			160	00	17	67	
	252/4	00	00	41		10. Phulwari	345	00	10	28	
	229/1	00	05	56			341	00	14	01	

1	2	3	4	5	6	1	2	3	4	5	6
Phulwari (contd.)	340	00	08	71		Chirko (contd.)	777	00	09	53	
	337	00	00	10			778	00	04	01	
	338	00	10	79			781	00	10	64	
	335	00	11	79			780	00	00	35	
	339	00	00	93			782	00	04	00	
	317	00	01	17			784	00	03	82	
	319	00	12	03			786/1	00	00	10	
	320	00	02	31			785	00	00	60	
	321	00	01	86			790/2	00	06	94	
	250	00	02	50			790/3	00	06	63	
	186	00	08	15			790/7	00	13	65	
	187	00	00	80			795	00	00	53	
	185	00	04	98			794	00	20	18	
	61	00	01	06			817	00	02	49	
	62	00	03	70			818	00	09	99	
	63	00	05	66			829	00	04	05	
	64	00	06	30			828	00	03	98	
	65	00	05	75			827	00	09	10	
	103	00	00	10			850	00	17	34	
	102	00	00	83			851	00	03	95	
	66	00	04	45			852	00	04	64	
	76	00	01	55			882	00	09	42	
	101	00	03	36			883	00	10	99	
	69	00	08	76			884	00	03	57	
	99	00	00	90			876	00	03	24	
	96	00	01	72			874	00	03	62	
	97	00	03	50			873	00	08	15	
	95	00	04	62			931	00	06	45	
	84	00	02	18			947	00	02	99	
	86	00	07	39			946	00	09	67	
	85	00	02	33			945	00	04	72	
	87	00	01	87			938	00	02	16	
	82	00	04	98			939	00	19	41	
	81	00	09	06			936	00	00	20	
	91	00	01	52			935	00	16	57	
	91/416	00	03	88			1239	00	01	74	
I. Chirko	759	00	03	17			1238	00	07	15	
	760	00	07	96			122	00	05	51	
	761	00	09	07			1702	00	01	78	
	766	00	08	86			1700	00	07	91	
	767	00	09	09			1699	00	00	48	
	768/1	00	00	23			1705	00	02	68	
	776	00	11	04			1697	00	01	44	

1	2	3	4	5	6	1	2	3	4	5	6
Chirko (contd.)	1706	00	08	32		Salihabhanta (contd.)	94	00	08	27	
	1693	00	04	02			92	00	10	65	
	1691	00	14	47			91	00	15	41	
	1680	00	00	82			11	00	00	81	
	1678	00	08	74			12	00	01	17	
	1670	00	03	80	13. Torla	616/2	00	00	00	27	
	1682	00	03	79		615	00	03	21		
	1683	00	05	41		614	00	02	55		
	1679	00	00	35		472	00	01	79		
	1669	00	03	62		469	00	12	28		
	1668	00	00	73		468	00	09	61		
	1667	00	05	57		467	00	17	48		
	1736	00	02	35		466	00	02	97		
	1791	00	06	35		465	00	04	82		
	1792	00	11	85		462	00	01	83		
	1794	00	01	70		471	00	05	23		
	1796	00	10	53		443	00	21	66		
	1665	00	09	03		446	00	23	75		
	1795	00	05	66		451	00	02	82		
	1860	00	03	93		450	00	00	10		
	1628	00	20	50	14. Patewa	1994	00	03	07		
	1627	00	02	28		1917	00	00	26		
	1629	00	10	66		1915	00	09	82		
	1630	00	00	10		1914	00	02	48		
	1626	00	07	15		1916	00	12	58		
	1625	00	03	31		1922	00	04	09		
	1618	00	13	20		1923	00	01	60		
	1616	00	09	79		1921	00	00	94		
	1617	00	03	83		1920	00	00	33		
	1619	00	08	51		1936	00	03	34		
	1615	00	37	12		1942	00	03	71		
	1611	00	24	68		1944	00	02	69		
	1610	00	07	06		1952	00	00	18		
12. Salihabhanta	107	00	11	90		1945	00	04	56		
	103	00	05	19		1946	00	02	33		
	106	00	00	15		1909	00	03	10		
	105	00	12	27		1868	00	00	70		
	100	00	00	88		1869	00	04	70		
	104	00	01	04		1871	00	02	39		
	99	00	01	45		1875	00	03	17		
	96	00	23	67		1876	00	00	13		
	95	00	00	26		1874	00	10	83		
	93	00	08	51		1877	00	08	98		

1	2	3	4	5	6	1	2	3	4	5	6
	Patewa (contd.)	1879	00	20	20		Bodra (contd.)	238	00	00	19
		1885	00	02	80			237/1	00	04	72
		1881	00	22	35			228	00	05	11
		1880	00	05	56			227	00	00	10
		1753	00	04	94			222	00	21	78
		1754	00	02	74			189	00	03	30
		1755	00	07	67			174	00	21	21
15. Bodra		372/2	00	06	60			181	00	05	78
		376	00	09	58			180	00	05	55
		375	00	12	71			175	00	05	91
		379	00	16	03			173	00	00	10
		380	00	04	72			172	00	00	54
		370	00	06	79			170	00	18	12
		359	00	03	37			169	00	11	00
		399	00	03	08			167	00	01	55
		400	00	07	97			168	00	05	14
		402	00	05	88			166	00	01	47
		401	00	09	25			117	00	24	06
		409	00	07	21			116	00	09	24
		336	00	00	90			145	00	05	52
		325	00	02	40			124	00	00	75
		266	00	02	36			123	00	22	46
		267	00	25	34			118	00	02	95
		263	00	04	24			122	00	15	34
		270	00	02	18			121	00	02	93
		272	00	02	44	16. Navagaon		1	00	06	84
		273	00	04	84			71	00	00	27
		274	00	07	44			72	00	75	61
		316	00	03	10			6	00	00	28
		315	00	01	54			7	00	08	91
		275	00	06	09			10	00	10	28
		259	00	04	29			3	00	04	93
		277	00	01	88			2	00	03	39
		258	00	00	18			15	01	28	81
		257	00	03	58	17. Jalki		1254	00	01	11
		252	00	01	80			1253	00	03	76
		256	00	03	71			1252	00	30	22
		253	00	04	33			1251	00	01	97
		254	00	04	12			1249	00	08	15
		240/5	00	02	92			1247	00	12	16
		240/3	00	04	35			1220	00	07	81
		240/2	00	06	95			1221	00	06	42
		240/1	00	02	04			1222	00	03	19

1	2	3	4	5	6	1	2	3	4	5	6
Jalki (contd.)	1231	00	00	10	Jalki (contd.)	745	00	15	92		
	1230	00	02	71		597	00	05	12		
	1225	00	00	25		598	00	02	17		
	1226	00	08	16		599	00	00	10		
	1227	00	00	29		596	00	01	00		
	1229	00	11	77		600	00	16	04		
	1235	00	06	65		608/10	00	04	94		
	1236	00	00	15		608/4	00	07	34		
	1196	00	02	20		608/5	00	06	05		
	1195	00	06	73		608/2	00	08	30		
	1194	00	02	06		608/1	00	02	21		
	1193	00	01	36		614	00	02	73		
	1103	00	00	77		615	00	06	28		
1104/3	00	05	85			616	00	02	10		
1192	00	00	41			617	00	02	74		
1191	00	00	15			618	00	00	23		
1107	00	10	21			581	00	00	69		
1190	00	05	45			580	00	06	28		
1189	00	06	81			619	00	00	17		
1143	00	39	93			502	00	12	45		
1142	00	02	92			501	00	05	69		
1121	00	22	26			499	00	04	33		
1122	00	23	37			497	00	03	80		
1126	00	10	47			494/4	00	01	67		
1128/9	00	08	82			496/2	00	08	56		
1128/10	00	06	90			494/3	00	00	15		
1128/11	00	00	10			494/2	00	06	23		
1129	00	05	72			488	00	07	46		
1130	00	05	42			494/1	00	06	02		
1131	00	05	11			489	00	09	55		
1132	00	02	52			326	00	04	95		
1000	00	02	93			321	00	01	45		
982	00	32	79			298	00	09	34		
1261/3	00	05	48			305	00	02	95		
1262/2	00	02	47			304	00	02	87		
1262/1	00	00	79			302	00	01	73		
1263	00	00	41			301	00	02	64		
1264	00	00	25			300	00	01	27		
748	00	16	34			295	00	03	93		
743	00	02	83			216	00	03	29		
747	00	00	84			256	00	10	85		
746	00	06	38			257	00	11	26		
744	00	00	10			268	00	03	79		

1	2	3	4	5	6	1	2	3	4	5	6
	Jalki (contd.)	258	00	06	25		Banskuda (contd.)	786	00	41	84
		259	00	00	10			966	00	05	77
		267	00	04	52			967	00	23	95
		266	00	05	01			292	00	07	78
		265	00	07	56			198	00	02	88
		261	00	00	49			199/1	00	11	11
		264	00	08	60			200	00	03	19
		263	00	00	88			242	00	01	73
18. Banskuda		652	00	07	76			241	00	07	90
		653	00	09	08			201	00	04	93
		654/3	00	04	29			224	00	02	19
		654/1	00	45	86			240	00	03	70
		640	00	07	18			239	00	09	64
		639	00	17	55			225	00	00	18
		641	00	02	34			238	00	08	39
		638	00	10	92			226	00	08	71
		694	00	10	32			227	00	02	60
		693	00	03	72			237	00	01	49
		695	00	02	11			236	00	12	14
		702	00	11	84			251	00	00	82
		703	00	14	86			235	00	08	87
		701	00	26	84			234	00	05	41
		704	00	00	72			255	00	12	27
		700	00	00	10			233	00	00	53
		707	00	16	22			256	00	00	77
		748	00	07	38			257	00	00	10
		749	00	05	03			259	00	03	47
		747	00	05	08			268	00	00	82
		709/5	00	02	14			260	00	08	68
		746	00	21	04			261	00	05	34
		744/2	00	03	86			264	00	06	21
		745	00	08	69			263	00	03	53
		772	00	10	45			1104	00	07	40
		773	00	01	34			1105	00	02	31
		774	00	08	43			1108	00	01	98
		780	00	03	74			2	00	01	69
		779	00	08	01	19. Birbira		154	00	09	83
		799	00	01	01			152	00	01	38
		798	00	04	70			153	00	09	34
		781	00	05	82			162	00	07	71
		782	00	06	59			163	00	10	82
		783	00	00	43			238	01	18	91
		785	00	05	63						

1	2	3	4	5	6	1	2	3	4	5	6
20. Pirda		523	00	11	49	Kherjhiti (contd.)	1114		00	17	85
		521	00	10	15		1111		00	01	69
		520	00	10	96		1104		00	05	77
		519	00	06	23		1103		00	15	06
		518	00	03	28		1101		00	00	96
		517	00	00	32		1099		00	13	09
		229	00	24	23		1062		00	02	80
		512	00	22	20		1061		00	07	67
		510	00	01	87		1045		00	43	59
		413	00	01	39		1033		00	12	30
		412	00	06	97		1032		00	06	57
		415	00	04	87		1015		00	04	96
		411	00	18	66		1031		00	00	10
		410	00	01	13		1016		00	18	16
		408	00	05	38		1011		00	01	65
		409	00	07	53		1018		00	21	93
		406	00	06	86		1019		00	00	94
		407	00	10	75		1010		00	20	68
		419	00	02	64		1009		00	00	10
		348	00	02	24		1005		00	21	24
		349	00	16	12		1007		00	16	30
		341	00	12	70		1006		00	10	33
		339	00	14	64		983		00	03	44
		337	00	06	53		915		00	05	14
		336	00	17	68		914		00	21	79
		323	00	02	56		912		00	02	34
		322	00	21	08		919		00	15	81
		318	00	00	10		909		00	07	08
		319	00	09	76		921		0	04	15
		369	00	00	10		920		00	00	63
		313	00	03	27		908		00	00	10
		287	00	16	19		892		00	02	20
		215	00	05	93		887		00	50	37
		216	00	10	96		888		00	03	82
21. Malidih		681	00	00	10	23. Bendridih	75/2		00	00	38
		682/1	00	11	45		70/2		00	04	67
		684	00	10	43		69		00	02	59
		686	00	05	71		71		00	02	67
		679	00	15	45		67		00	01	81
		678/2	00	08	25		65		00	00	82
		678/3	00	04	18		66		00	05	74
22. Kherjhiti		1116	00	03	01		57		00	05	85
		1115	00	01	90		54		00	01	59

1	2	3	4	5	6	1	2	3	4	5	6
	Bendridih (contd.)	56	00	00	23		Tumgaon (contd.)	237	00	10	14
		58	00	04	84			238	00	01	83
		59	00	00	13			126	00	17	39
		60	00	06	33			125	00	00	85
		50	00	07	73			122	00	07	09
		45	00	03	09			121	00	08	94
		43	00	03	42			119	00	00	66
		100	00	07	12			116	00	06	97
		109	00	01	82			117	00	00	10
		108	00	07	91			118	00	06	38
		102/1	00	01	88			51	00	16	92
		101	00	20	20			52/1	00	02	31
24. Bhoring	5660	00	00	49				52/2	00	04	23
	5657	00	03	06				53/2	00	05	65
	5658	00	11	57				10	00	00	33
	5656	00	03	06				54	00	10	34
	5439	00	14	57				56/1	00	00	20
	5440	00	07	74				138	00	00	12
	5436	00	32	89		26. Amawas		456	00	00	10
25. Tumgaon	378	00	00	90				458	00	09	13
	377	00	04	17				459	00	00	10
	375	00	06	30				460	00	08	30
	376	00	01	76				461	00	07	56
	374	00	00	16				464	00	10	92
	372	00	07	02				465	00	10	86
	371	00	02	08				466	00	06	00
	362	00	14	60				467	00	05	31
	359	00	10	32				469	00	04	00
	356	00	02	09				475	00	01	40
	354	00	05	94				479	00	05	72
	355	00	01	79				478	00	05	19
	220	00	08	00				480	00	05	44
	343	00	10	87				481	00	07	05
	3455	00	03	29				532	00	01	65
	224	00	00	87				533	00	15	50
	225	00	02	78				536	00	16	74
	226	00	07	50				535	00	05	44
	341	00	15	34				537	00	06	53
	230	00	08	90				538	00	16	34
	229	00	02	68				488	00	09	85
	232	00	15	29				526	00	03	34
	236	00	05	80				525	00	13	39
	235	00	00	10				524	00	07	62

1	2	3	4	5	6	1	2	3	4	5	6
27. Gopalpur	Amawas (contd.)	523	00	15	26	Kapa (contd.)		665	00	03	29
		522	00	00	75			1543	00	03	85
		528	00	00	10			1288	00	02	98
		15	00	04	88			1287	00	16	99
		14/1	00	11	04			1293	00	12	30
		31	00	16	62			1294	00	07	78
		14/2	00	10	21			1295	00	00	91
		357	00	08	04			1297	00	09	57
		346	00	15	39			1298	00	02	00
		348	00	05	31			1302	00	12	08
		355	00	14	31			1301	00	09	11
		10	00	00	23			1311	00	14	69
		9/1	00	30	31			1310	00	10	91
		9/2	00	08	66			1317	00	02	47
		8/2	00	02	49			1318	00	02	72
		6	00	05	30			1322	00	01	92
		7	00	16	16			1331	00	03	09
		1	00	05	85			1358	00	03	43
		1	00	08	08			1359	00	00	10
		6	00	00	10			1355	00	13	68
28. Muski		7	00	06	98			1369	00	01	58
		8	00	03	34			1382	00	04	73
		3	00	08	57			1448	00	01	07
		2	00	04	90			1450	00	09	21
		13	00	00	10			1453	00	00	10
		15	00	08	52			1454/1	00	09	84
		19	00	02	00			1454/2	00	00	34
		20	00	04	59			1457	00	13	70
		23	00	10	94			1456	00	00	10
		36	00	17	91			1459	00	02	49
		27	00	00	49			1472	00	07	22
		34	00	00	13			1460	00	19	78
		33	00	00	27			1469	00	06	24
		29	00	13	94			1470	00	01	04
		28	00	02	56			1468	00	15	44
		66	00	14	68			1357	00	03	48
		67	00	13	93			1467	00	03	99
		68	00	14	10			1465	00	01	58
		69	00	05	34			1466	00	01	72
		70	00	09	84			1164	00	02	58
29. Kapa		663	00	28	45			1136	00	06	94
		661	00	00	10			1137	00	07	81
		662	00	01	39			1138	00	00	47

1	2	3	4	5	6	1	2	3	4	5	6
29. Kapa		1134	00	04	16	30. Parswani		454	00	07	71
		1135	00	01	34			474	00	13	77
		1133	00	10	28			475	00	15	27
		1132	00	04	92			476	00	07	81
		1130	00	00	34			482	00	21	06
		1131	00	11	42			481	00	10	89
		1115	00	00	10			564	00	23	90
		1116	00	07	36			567	00	15	16
		1117	00	02	90			572	00	14	35
		1118	00	13	07			635	00	02	83
		1119	00	01	78			630	00	63	17
		1084	00	09	12			599	00	01	64
		1087	00	00	10			596	00	07	35
		1085	00	00	91			598	00	06	72
		1086	00	00	10			597	00	14	14
30. Parswani		381	00	19	32			594	00	01	99
		382	00	04	92			595	00	06	88
		400	00	05	79			579	00	21	41
		399	00	07	37			578	00	16	71
		396	00	06	01	31. Belsonda		2021	00	00	39
		395	00	18	29			2018	00	01	81
		414	00	16	72			2017	00	04	57
		416	00	00	10			2016	00	04	45
		393	00	04	02			2015	00	03	51
		422	00	05	00			2011	00	14	22
		323	00	12	25			2191	00	02	80
		322	00	02	14			2192	00	19	57
		321	00	01	55			1973	00	05	93
		319	00	04	10			2007	00	06	27
		425	00	00	73			2006	00	00	95
		426	00	02	90			2005	00	07	24
		318	00	00	59			1978	00	01	87
		427	00	01	92			1977	00	02	46
		428	00	03	18			1976	00	08	06
		429	00	03	45			2258	00	04	81
		436	00	11	82			2259	00	13	96
		435	00	00	10			2262	00	01	69
		443	00	06	56			2264	00	04	76
		449	00	11	87			2072	00	00	10
		450	00	02	19			2265	00	06	41
		451	00	05	83			2340	00	06	57
		452	00	06	70			2302	00	30	86
		455	00	01	65			2303	00	03	88

1	2	3	4	5	6	1	2	3	4	5	6
31. Belsonda		2372	00	03	54	31. Belsonda		2497	00	04	07
		2374	00	16	39			2496	00	08	01
		2373	00	07	46			2503	00	00	24
		2423	00	04	97			2500	00	04	21
		2376	00	21	49			2502	00	08	10
		2433	00	06	54			1569	00	01	03
		2438	00	03	48			1571	00	02	50
		2437	00	17	52			1567	00	06	63
		2436	00	14	88			1568	00	11	10
		2460	00	05	61			1573	00	01	29
		2095	00	02	88			1366	00	02	71
		2094	00	09	10			1367	00	06	65
		2103	00	00	10			1353	00	05	11
		2105	00	01	70			1352	00	13	13
		2106	00	03	16			1351	00	03	09
		2108	00	05	95			1349	00	00	1
		2109	00	03	73			1350	00	05	71
		2123	00	00	10			1348	00	10	41
		2110	00	03	11			1347	00	06	93
		2122	00	03	28			1344	00	08	20
		2119	00	07	02			1345	00	03	29
		2120	00	00	10			1128	00	39	72
		2113	00	00	47			1154	00	03	57
		2118	00	06	99			1153	00	08	59
		2117	00	02	10			1152	00	09	91
		2114	00	01	40			1151	00	08	24
		2116	00	00	83			1410	00	11	29
		2115	00	01	61			1412	00	23	41
		2044	00	06	90			1445	00	21	89
		2154	00	00	16			1435/1	00	00	10
		2043	00	00	43			1444	00	02	63
		2155	00	07	01			1441	00	00	10
		2156	00	05	07			1443	00	09	19
		2020	00	04	65			1442	00	13	46
		2019	00	09	05	32. Nandgaon		620	00	08	55
		2487	00	26	01			611	00	02	33
		2491	00	17	34			612	00	05	88
		2492	00	00	10			621	00	00	19
		2490	00	10	60			608	00	22	44
		2493	00	01	99			613	00	01	45
		2494	00	07	49			607	00	00	10
		2495	00	08	33			604	00	13	96
		2498	00	09	01			575	00	11	23
								659	00	02	32

1	2	3	4	5	6	1	2	3	4	5	6
32. Nandgaon		658	00	00	10	32. Nandgaon		352/1	00	03	50
		660	00	06	71			353	00	07	01
		662	00	05	72			354	00	00	98
		663	00	07	32			317	00	25	32
		664	00	11	95			319	00	09	43
		67	00	00	48			321	00	03	85
		666	00	03	34			324	00	06	75
		665	00	12	57			323	00	01	42
	693/1	00	08	74				322	0	10	06
	906	00	09	62				270	00	05	66
	905	00	08	58				271	00	05	40
	909	00	08	53				272	00	09	93
	910	00	05	94				247	00	00	15
	908	00	01	06				248	00	03	92
	911	00	04	25				249	00	05	44
	1832	00	04	23				252	00	03	88
	439	00	00	35				253	00	00	93
	432	00	21	50				236	00	16	72
	431	00	07	28				237	00	01	84
	422	00	01	77				230	00	04	45
	430	00	07	33				229	00	11	63
	423	00	04	07				224/2	00	08	29
	424	00	01	19				228/4	00	00	10
	419	00	07	23				225	00	07	79
	418	00	01	76				226	00	04	78
	411	00	05	38				22	00	00	10
	412	00	05	16				21	00	10	42
	413	00	06	01				20	00	14	03
	402	00	11	18				18	00	01	41
	401	00	05	51				19	00	03	71
	400	00	19	42		33. Mudena		691	00	05	07
	399	00	03	82				692	00	00	10
	398	00	06	02				689	00	10	66
	7852	00	00	77				688	00	04	50
	397	00	01	80				687	00	06	58
	370	00	02	42				683	00	02	21
	374	00	04	02				680	00	36	53
	375	00	01	32				436	00	02	59
	373	00	04	77				434	00	20	89
	376	00	03	61				1	00	80	69
	377	00	03	92				684	00	01	51
	357	00	03	60							
	352/2	00	03	87							

नई दिल्ली, 3 अगस्त, 2010

का.आ. 1974.—केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि पारादीप (उड़ीसा) से रायपुर (छत्तीसगढ़) एवं राँची (झारखण्ड) तक पेट्रोलियम उत्पादों के परिवहन के लिये इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा "पारादीप-सम्बलपुर-रायपुर-राँची पाइपलाइन" बिछाई जानी चाहिये;

और केन्द्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि ऐसी भूमि, जिसके नीचे पाइपलाइन बिछाई जाने का प्रस्ताव है और जो इस अधिसूचना से उपाबद्ध अनुसूची में वर्णित है, में उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उनमें उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति, अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियां जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर, उसमें उपयोग के अधिकार का अर्जन करने या भूमि के नीचे पाइपलाइन बिछाए जाने के संबंध में श्री दिलीप कुमार अग्रवाल, सक्षम प्राधिकारी, इंडियन ऑयल कॉर्पोरेशन लिमिटेड, पारादीप-सम्बलपुर-रायपुर-राँची पाइपलाइन परियोजना, एन-17, सेक्टर 2, अवन्ति विहार, रायपुर-492006 (छत्तीसगढ़) को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

तहसील-पिथोरा	जिला-महासमुंद	राज्य-छत्तीसगढ़			
क्रम सं.	गांव का नाम	खसरा सं.	क्षेत्रफल		
			हेक्टर	एयर	वर्ग मीटर
1	2	3	4	5	6
1.	रेमडा	538	00	02	27
		543	00	23	15
		542	00	22	25
		546	00	02	73
		541	00	24	41
		593	00	05	95
		595	00	07	26
		594	00	00	67
		600	00	12	96
		599	00	04	64
		608	00	38	21
		605	00	13	47
		506	00	02	09
		505	00	27	45

1	2	3	4	5	6
रेमडा		500	00	52	06
		499	00	30	41
		480	00	04	35
		478	00	07	21
		479	00	03	63
		473	00	17	68
		469	00	15	03
		470	00	01	18
		462	00	23	95
		460	00	22	04
		459	00	04	29
		457	00	02	87
		454	00	38	56
		441	00	13	31
		70	00	24	56
		67	00	70	45
		29	00	06	84
		23	00	06	26
		22	00	19	99
		17	00	06	99
		16	00	10	31
		5	00	18	94
		4	00	00	10
2.	रेमडा टुकड़ा	226	00	12	39
		227	00	05	48
		225	00	04	56
		224	00	06	00
		223	00	02	53
		221	00	08	76
		222	00	13	10
		220	00	00	10
3.	तिलंजनपुर	470/2	00	28	84
		469/2	00	01	64
		469/1	00	09	46
		465/6	00	00	43
		465/5	00	00	80
		465/4	00	03	33
		465/3	00	02	45
		466	00	01	57
		465/2	00	06	74
		465/1	00	02	65
		463	00	30	19
		460/2	00	29	00
		459/2	00	09	52
		459/3	00	00	45
		458	00	08	77
		443/1	00	14	23
		442	00	09	76
		440	00	08	24

1	2	3	4	5	6	1	2	3	4	5	6
3.	तिलोजनपुर	439	00	10	66	4.	ढाबाखार	198/2	00	00	89
		438	00	13	90			198/1	00	06	95
		437	00	05	54			196	00	00	70
		436	00	02	15			197	00	14	67
		415	00	08	95			199	00	00	31
		414	00	18	76	5.	सावित्रीपुर	821	00	09	86
		412	00	01	91			819	00	00	97
	377/7	00	10	19				822	00	12	48
	377/6	00	07	47				823	00	38	00
	377/5	00	11	38				825	00	00	78
	176	00	19	99				824	00	15	34
	375	00	19	01				830	00	00	58
	192	00	02	58				814	00	10	73
	323/2	00	18	33				811	00	03	39
	323/1	00	19	06				813	00	06	52
	322	00	08	87				341	00	01	15
	315/1	00	03	18				340	00	02	94
	311/1	00	21	37				339	00	21	19
	534	00	00	60				335	00	11	23
	522	00	00	19				334	00	05	23
	172	00	01	29				333	00	07	67
	173	00	31	22				332	00	08	50
	193	00	13	34				329	00	00	41
	194	00	02	27				331	00	01	44
	195	00	17	90				329/884/1	00	18	87
	196	00	06	65				351	00	02	39
	200	00	22	79				373	00	00	41
	202	00	12	89				370/2	00	03	61
	54/2	00	06	93				370/1	00	03	73
	203	00	00	35				371	00	17	41
	53/2	00	06	62				394	00	05	06
	53/1	00	07	12				393	00	06	53
	52	00	10	84				395	00	06	61
	49	00	00	65				396	00	12	63
	51	00	01	88				407	00	09	80
	50	00	04	99				409	00	07	48
	45	00	02	02				413	00	05	95
	44	00	10	70				412	00	01	64
	42	00	10	35				415/2	00	02	85
	43	00	01	00				415/5	00	08	01
	41	00	01	93				415/3	00	00	12
4.	ढाबाखार	220	00	01	18			415/4	00	07	05
		221/1	00	04	70			419/1	00	13	58
		221/3	00	10	47			418	00	02	27
		194	00	03	80			419/2	00	00	12
		192	00	01	66			421	00	12	47
		198/5	00	04	70			425	00	00	26
		195	00	12	99			214	00	14	84
		198/4	00	00	10						

1	2	3	4	5	6	1	2	3	4	5	6
5.	सावित्रीपुर	215	00	00	53	7.	बड़े टेमरी (भैंसनाला)	78/3	00	20	95
		218	00	02	30			80/2	00	05	32
		213	00	10	46			78/4	00	10	83
		212	00	06	30	8.	बड़े टेमरी पुराना टुकड़ा	43	00	08	64
		219	00	05	92			42	00	01	90
		220	00	09	64			40	00	01	92
		222	00	08	68			13	00	06	40
		160	00	10	49			16	00	24	85
		159	00	31	41			21	00	08	27
		158/2	00	09	29			22	00	12	58
6.	विजेमाल	667	00	10	99			19	00	00	36
		665	00	10	17			6	00	31	04
		663	00	11	09			2	00	35	60
		664	00	09	23			3	00	03	62
		649	00	56	38	9.	बड़े टेमरी	12	00	00	59
		475	00	01	30			10	00	09	57
		443	00	12	07			11	00	06	62
		450	00	14	24			13	00	17	72
		449	00	06	63			14	00	15	59
		453	00	00	10			28	00	25	81
		448	00	04	12			26	00	01	29
		454	00	11	74			24	00	08	60
		447	00	00	10			23	00	22	88
		455	00	09	72			42	00	02	59
		456	00	03	03			21	00	22	14
		434	00	10	00	10.	सान टेमरी	274	00	38	68
		433	00	07	55			268	00	00	26
		457	00	00	10			266	00	03	20
		430	00	06	97			281	00	00	10
		400	00	17	79			283	00	03	36
		400/483	00	01	58			284	00	06	79
		401	00	27	92			285	00	08	61
		402	00	10	79			286	00	03	35
		404	00	07	46			288/2	00	00	79
		388	00	05	17			288/1	00	11	63
		366	00	09	36			289	00	00	10
		367	00	16	57			295	00	12	01
		368	00	02	31			161	00	01	57
		369	00	19	09			163	00	17	18
		363	00	00	10			164	00	10	76
		362	00	13	11			167	00	06	59
		342	00	05	40			169	00	18	48
		346	00	18	10			30	00	01	41
		343	00	08	04			44	00	04	62
		345	00	05	68			43	00	04	42
		350	00	21	77			41	00	18	67
7.	बड़े टेमरी (भैंसनाला)	83	00	07	52			36	00	18	37
		80/3	00	25	83			50	00	00	92
		80/4	00	16	33			51	00	12	48

1	2	3	4	5	6
11.	देक्सराल	1048	00	20	77
		1077	00	03	07
		1075	00	20	50
		1068	00	19	35
		1060	00	07	84
		808	00	08	59
		813	00	19	96
		812	00	00	94
		388	00	11	37
		386	00	15	76
		311	00	08	50
		381	00	06	18
		378	00	00	10
		334	00	16	97
		377	00	00	77
		335	00	06	39
		337	00	05	79
		338	00	03	79
		340	00	05	75
		342/6	00	06	04
		342/2	00	13	68
		342/1	00	00	10
		342/5	00	01	83
		353	00	01	90
		352/1	00	00	10
		352/2	00	05	16
		354	00	07	13
		220	00	16	11
		359	00	02	18
		202	00	02	65
		203	00	07	20
		204	00	05	16
		205	00	01	61
		206	00	06	90
		185	00	00	23
		207	00	07	43
		109	00	02	78
		83	00	05	87
		82	00	07	41
		110	00	01	46
		121	00	03	09
		120	00	11	85
		119	00	02	72
		114	00	01	87
		118	00	25	27
		136	00	01	70
		47	00	20	95
		43	00	19	28
		42	00	03	42

1	2	3	4	5	6
1.	देक्सराल	41	00	01	47
		28	00	02	16
		27	00	01	32
		26	00	01	22
		25	00	01	05
		24	00	14	08
		23	00	00	17
		1	00	19	96
12.	कुरमाडीह	314	00	21	50
		284	00	11	13
		283	00	14	11
		282	00	09	20
		270	00	00	88
		287	00	15	52
		278	00	02	78
		266	00	01	46
		252	00	12	15
		250	00	00	10
		251	00	14	07
		212	00	03	47
		213	00	16	43
		206	00	04	14
		214	00	02	59
		217	00	13	55
		203	00	00	10
		218	00	01	23
		219	00	04	49
		220	00	05	36
		221	00	00	10
		201	00	03	41
		200	00	06	89
		199	00	15	67
		194	00	10	73
		197	00	00	96
		195	00	05	08
		168	00	16	01
		87	00	02	21
		89	00	07	53
		88	00	06	15
		92	00	11	78
		93	00	12	39
		96	00	11	03
		94	00	00	18
		95	00	06	33
		113	00	11	95
		119	00	15	49
		118	00	05	81
		117	00	10	64
		115	00	02	31

1	2	3	4	5	6	1	2	3	4	5	6
12.	कुरमाडीह	116	00	19	36	13.	पाटनदादर	224	00	15	13
		192	00	00	10			230	00	07	94
		196	00	07	70			231	00	00	93
13.	पाटनदादर	642	00	00	58			229	00	08	00
		643	00	05	07			233	00	12	89
		644	00	07	78			237	00	14	20
		645	00	11	72			238	00	27	41
		688	00	03	16			239	00	17	08
		687	00	02	71			240	00	08	57
		686	00	03	66			241	00	08	54
		685	00	04	22	14.	खेरखुटा	978	00	10	67
		684	00	07	61			977	00	28	05
		683	00	00	19			974	00	00	10
		682	00	09	32			976	00	01	87
		679	00	06	08			981	00	23	25
		677	00	17	39			991	00	26	94
		676	00	03	16			1011	00	03	86
		710	00	00	25			1010	00	05	50
		709	00	10	18			1009	00	13	01
		717	00	35	21			1008	00	00	10
		716	00	01	28			1014	00	22	65
		315	00	06	54			1015	00	01	90
		316	00	00	10			1018	00	04	63
		314	00	21	99			1017	00	03	68
		295	00	02	45			1083	00	14	65
		296	00	09	97			1084	00	02	26
		297	00	00	93			1090	00	16	74
		298	00	10	68			1089	00	01	99
		299	00	16	06			1088	00	00	10
		300	00	00	11			1086	00	03	74
		285	00	00	10			1087	00	06	34
		284	00	17	12			1102	00	18	43
		266	00	46	34			1101	00	10	52
		265	00	07	18			1104	00	13	90
		205	00	12	70			1105	00	13	85
		203	00	12	55			1106	00	09	91
		207	00	07	45			1140	00	07	80
		206	00	02	42			1138	00	13	31
		208	00	07	56			1139	00	10	47
		200	00	07	47			1146	00	07	38
		217	00	05	35			1147	00	15	38
		216	00	02	58			1152	00	03	13
		218	00	00	10			1151	00	16	92
		215	00	01	92			1150	00	11	67
		219	00	04	24			1154	00	03	19
		220	00	04	97			1149	00	02	04
		222	00	00	97	15.	गोपालपुर	97	00	10	77
		221	00	01	58			96/1	00	00	33
		223	00	02	70			96/2	00	29	55

1	2	3	4	5	6	1	2	3	4	5	6
15.	गोपालपुर	95	00	10	89	17.	लक्ष्मीपुर	902	00	39	6
		94	00	23	69			901	00	09	25
		80	00	27	30			884	00	22	64
		79	00	02	86			880	00	00	10
		14	00	00	70			879	00	40	67
		20	00	00	47			878	00	01	11
		13	00	02	65			877	00	16	14
		12	00	01	44			876	00	00	76
		1	00	00	10			874	00	13	22
		2	00	08	85			873	00	14	48
		1253	00	27	37	18.	जंगल प्लॉट	143	00	06	10
		1254	00	08	08			142	00	07	49
		1259	00	04	20			139	00	04	63
		1310	00	00	83			138	00	05	99
		1309	00	21	33			131	00	06	73
		1308	00	13	88			129	00	07	41
		1305	00	00	10			127	00	08	62
		1306	00	08	14			125	00	01	00
		1307	00	18	55			124	00	09	91
		1295	00	09	35			121	00	02	37
		1294	00	28	65			154	00	13	72
		1264	00	02	46			153	00	06	81
		1265	00	14	74	19.	अठारगुडी	259	00	00	10
		972	00	02	66			260	00	22	11
		975	00	29	70			261	00	19	78
		974	00	34	24			262	00	03	46
		891	00	35	81			264	00	05	65
		876	00	33	57			278	00	23	62
		878	00	09	52			158	00	05	91
		885	00	04	84			146	00	22	35
		884	00	20	73			144	00	39	14
		980	00	02	41			141	00	33	76
		525	00	11	13			140	00	10	20
		538	00	21	25			138	00	03	13
		533	00	24	39			139	00	07	79
		531	00	02	52			329	00	17	89
		532	00	02	01			337	00	00	69
		529	00	23	44			336	00	04	19
		509	00	07	39			335	00	03	65
		510	00	11	03			334	00	02	88
16.	किशनपुर	707	00	10	65			544	00	17	81
		705	00	74	63			339	00	00	84
		600	00	02	12			340	00	19	72
		407	00	38	44			341	00	08	26
		406	00	05	27			342	00	07	48
		405	00	40	10			345	00	04	08
		404	00	04	69			478	00	06	64
		403	00	33	91			477	00	05	05
		706	00	02	23			346	00	06	16

1	2	3	4	5	6	1	2	3	4	5	6
19.	अठारगुडी	414	00	06	63	20.	सरकडा	537	00	00	11
		413	00	05	39			538	00	06	80
		412	00	07	76			539/1206	00	00	23
		411	00	09	58			514	00	00	40
		410	00	07	54			515	00	16	59
		407	00	05	55			520	00	06	10
		408	00	15	84			486	00	03	07
		397	00	00	84			521	00	00	10
		396	00	07	80			485	00	05	31
		389	00	09	82			484	00	00	75
		391	00	00	48			479	00	09	92
		387	00	01	26			480	00	03	01
		388	00	02	79			474	00	04	75
		385	00	15	18			473	00	03	32
		363	00	05	08			472	00	00	14
		431	00	13	94			475	00	01	18
		432	00	07	09			471	00	01	04
		443	00	15	04			470	00	06	15
		436	00	20	34			469	00	05	21
		438	00	00	20	21.	लहरौद	54	00	04	71
		437	00	05	39			52	00	01	83
		451	00	06	94			51	00	00	10
		453	00	22	04			53	00	02	70
21.	सरकडा	992	00	08	87			48	00	04	38
		1062	00	02	49			49	00	02	05
		1063	00	05	33			47	00	08	19
		1064	00	10	63			43	00	00	16
		1065	00	00	10			46	00	08	59
		1072	00	08	41			36	00	00	25
		1075	00	01	33			34	00	03	52
		1076	00	01	53			35	00	05	90
		1098	00	11	93			31	00	05	64
		1100	00	06	19			28	00	02	18
		1101	00	18	40			26	00	05	09
		1104	00	06	34			27	00	02	50
		1102	00	01	64			22	00	02	00
		1103	00	08	11			11	00	01	92
		1105	00	01	30			10	00	00	88
		1107	00	01	95			185	00	01	57
		1106	00	01	76			184	00	00	25
		554	00	02	57			186	00	03	73
		555	00	15	04			191	00	08	60
		556	00	03	20			190	00	05	60
		557	00	00	27			229	00	03	29
		552	00	01	98	22.	मुढीपार	1009	00	04	04
		551	00	08	74			823	00	09	95
		549	00	04	12			866	00	00	10
		550	00	00	10			865	00	17	79
		539	00	12	64			859	00	00	68

1	2	3	4	5	6	1	2	3	4	5	6
22.	मुढीपार	860	00	00	60	22.	मुढीपार	571	00	02	52
		858	00	02	96			80	00	03	44
		852	00	04	28			81	00	02	66
		851	00	04	94			546	00	00	54
		855	00	00	10			547	00	07	27
		850	00	00	16			550	00	00	13
		849	00	05	65			549	00	03	59
		832	00	01	32			548	00	00	88
		833	00	01	32			101	00	02	60
		829	00	04	80			539	00	01	27
		828	00	03	27			538	00	06	40
		926	00	07	17			536	00	01	14
		927	00	00	91			537	00	06	90
		928	00	05	60			533	00	01	50
		943	00	08	64			530	00	04	10
		935	00	00	20			528	00	00	85
		929	00	04	31			529	00	06	19
		931	00	03	81			432	00	10	93
		930	00	01	18			466	00	06	68
		932	00	01	20			463	00	00	40
		731	00	09	12			442	00	07	45
		933	00	00	10			460	00	00	65
		725	00	09	92			449	00	08	47
		726	00	06	28			447	00	11	07
		708	00	03	13			445	00	00	87
		706	00	01	85			450	00	04	45
		705	00	01	67			451	00	00	91
		707	00	04	99			252	00	08	46
		709	00	00	87			253	00	05	19
		704	00	03	51			251	00	10	02
		668	00	19	24			250	00	03	35
		670	00	00	65			248	00	00	72
		659	00	02	62			263	00	07	49
		654	00	01	76			266	00	00	49
		653	00	08	45			314	00	00	10
		652	00	04	04			313	00	07	84
		651	00	00	81			312	00	05	91
		649	00	01	20			320	00	34	69
		650	00	03	00			324	00	15	53
		634	00	02	90			326	00	07	42
		636	00	00	10			328	00	05	51
		635	00	10	85			335	00	07	23
		574	00	05	75			329	00	07	09
		577	00	00	34			334	00	00	39
		576	00	03	19			330	00	08	31
		581	00	02	09			332	00	03	02
		575	00	14	43			331	00	06	90
		570	00	03	43			189	00	00	22
		569	00	03	09						
		568	00	01	59						
		567	00	06	58						

[सं. आर-25011/23/2010-ओ आर-1]

बी. के. दत्ता, अवर सचिव

New Delhi, the 3rd August, 2010

S.O. 1974.— Whereas, it appears to the Central Government that it is necessary in the public interest that for the transportation of petroleum products from Paradip (Orissa) to Raipur (Chhattisgarh) & Ranchi (Jharkhand), a "Paradip - Sambalpur - Raipur Ranchi Pipeline" should be laid by Indian Oil Corporation Limited;

And whereas, it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the right of user in the land described in the schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of Section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said schedule may, within twenty-one days from the date on which the copies of this notification, as published in the Gazette of India, are made available to the General Public, object in writing to the acquisition of the right of user therein or laying of the pipeline under the land to Shri Dilip Kumar Agrawal, Competent Authority, Indian Oil Corporation Limited, Paradip - Sambalpur - Raipur - Ranchi Pipeline Project, N-17, Sector -2, Avanti Vihar, Raipur - 492006, Chhattisgarh.

SCHEDULE

Tehsil :		District :		State	
Pithora		Mahasamund		Chhattisgarh	
Sr. Name of the		Khasra		Area	
No.	Village	No.	Hectare	Are	Sq. Mtr.
1	2	3	4	5	6
1.	Remda	538	00	02	27
		543	00	23	15
		542	00	22	25
		546	00	02	73
		541	00	24	41
		593	00	05	95
		595	00	07	26
		594	00	00	67
		600	00	12	96
		599	00	04	64
		608	00	38	21
		605	00	13	47
		506	00	02	09

1	2	3	4	5	6
1.	Remda	505	00	27	45
		500	00	52	06
		499	00	30	41
		480	00	04	35
		478	00	07	21
		479	00	03	63
		473	00	17	68
		469	00	15	03
		470	00	01	18
		462	00	23	95
		460	00	22	04
		459	00	04	29
		457	00	02	87
		454	00	38	56
		441	00	13	31
		70	00	24	56
		67	00	70	45
		29	00	06	84
		23	00	06	26
		22	00	19	99
		17	00	06	99
		16	00	10	31
		5	00	18	94
		4	00	00	10
2.	Remda Tukada	226	00	12	39
		227	00	05	48
		225	00	04	56
		224	00	06	00
		223	00	02	53
		221	00	08	76
		222	00	13	10
		220	00	00	10
3.	Tilanjapur	470/2	00	28	84
		469/2	00	01	64
		469/1	00	09	46
		465/6	00	00	43
		465/5	00	00	80
		465/4	00	03	33
		465/3	00	02	45
		466	00	01	57
		465/2	00	06	74

1	2	3	4	5	6	1	2	3	4	5	6
3.	Tilanjapur	465/1	00	02	65	3.	Tilanjapur	202	00	12	89
		463	00	30	19			54/2	00	06	93
		460/2	00	29	00			203	00	00	35
		459/2	00	09	52			53/2	00	06	62
		459/3	00	00	45			53/1	00	07	12
		458	00	08	77			52	00	10	84
		443/1	00	14	23			49	00	00	65
		442	00	09	76			51	00	01	88
		440	00	08	24			50	00	04	99
		439	00	10	66			45	00	02	02
		438	00	13	90			44	00	10	70
		437	00	05	54			42	00	10	35
		436	00	02	15			43	00	01	00
		415	00	08	95			41	00	01	93
		414	00	18	76	4.	Dhabakhar	220	00	01	18
		412	00	01	91			221/1	00	04	70
		377/7	00	10	19			221/3	00	10	47
		377/6	00	07	47			194	00	03	80
		377/5	00	11	38			192	00	01	66
		176	00	19	99			198/5	00	04	70
		375	00	19	01			195	00	12	99
		192	00	02	58			198/4	00	00	10
		323/2	00	18	33			198/2	00	00	89
		323/1	00	19	06			198/1	00	06	95
		322	00	08	87			196	00	00	70
		315/1	00	03	18			197	00	14	67
		311/1	00	21	37			199	00	00	31
		534	00	00	60	5.	Sawitripur	821	00	09	86
		522	00	00	19			819	00	00	97
		172	00	01	29			822	00	12	48
		173	00	31	22			823	00	38	00
		193	00	13	34			825	00	00	78
		194	00	02	27			824	00	15	34
		195	00	17	90			830	00	00	58
		196	00	06	65			814	00	10	73
		200	00	22	79			811	00	03	39
								813	00	06	52

1	2	3	4	5	6	1	2	3	4	5	6
5.	Sawitripur	341	00	01	15	5.	Sawitripur	212	00	06	30
		340	00	02	94			219	00	05	92
		339	00	21	19			220	00	09	64
		335	00	11	23			222	00	08	68
		334	00	05	23			160	00	10	49
		333	00	07	67			159	00	31	41
		332	00	08	50			158/2	00	09	29
		329	00	00	41	6.	Vijyamaal	667	00	10	99
		331	00	01	44			665	00	10	17
	329/884/1	00	18	87				663	00	11	09
	351	00	02	89				664	00	09	23
	373	00	00	41				649	00	56	38
	370/2	00	03	61				475	00	01	30
	370/1	00	03	73				443	00	12	07
	371	00	17	41				450	00	14	24
	394	00	05	06				449	00	06	63
	393	00	06	53				453	00	00	10
	395	00	06	61				448	00	04	12
	396	00	12	63				454	00	11	74
	407	00	09	80				447	00	00	10
	409	00	07	48				455	00	09	72
	413	00	05	95				456	00	03	03
	412	00	01	64				434	00	10	00
	415/2	00	02	85				433	00	07	55
	415/5	00	08	01				457	00	00	10
	415/3	00	00	12				430	00	06	97
	415/4	00	07	05				400	00	17	79
	419/1	00	13	58				400/483	00	01	58
	418	00	02	27				401	00	27	92
	419/2	00	00	12				402	00	10	79
	421	00	12	47				404	00	07	46
	425	00	00	26				388	00	05	17
	214	00	14	84				366	00	09	36
	215	00	00	53				367	00	16	57
	218	00	02	30				368	00	02	31
	213	00	10	46				369	00	19	09

1	2	3	4	5	6	1	2	3	4	5	6
6.	Vijyamaal	363	00	00	10	10.	Santemri	266	00	03	20
		362	00	13	11			281	00	00	10
		342	00	05	40			283	00	03	36
		346	00	18	10			284	00	06	79
		343	00	08	04			285	00	08	61
		345	00	05	68			286	00	03	35
		350	00	21	77			288/2	00	00	79
								288/1	00	11	63
7.	Badetemri (Bhaisanala)	83	00	07	52			289	00	00	10
		80/3	00	25	83			295	00	12	01
		80/4	00	16	33			161	00	01	57
		78/3	00	20	95			163	00	17	18
		80/2	00	05	32			164	00	10	76
		78/4	00	10	83			167	00	06	59
								169	00	18	48
8.	Badetemri Purana Tukala	43	00	08	64			30	00	01	41
		42	00	01	90			44	00	04	62
		40	00	01	92			43	00	04	42
		13	00	06	40			41	00	18	63
		16	00	24	85			36	00	18	37
		21	00	08	27			50	00	00	92
		22	00	12	58			51	00	12	48
		19	00	00	36	11.	Deosaral	1048	00	20	77
		6	00	31	04			1077	00	03	07
		2	00	35	60			1075	00	20	50
		3	00	03	62			1068	00	19	35
								1060	00	07	84
								808	00	08	59
9.	Badetemri	12	00	00	59			813	00	19	96
		10	00	09	57			812	00	00	94
		11	00	06	62			388	00	11	37
		13	00	17	72			386	00	15	76
		14	00	15	59			311	00	08	50
		28	00	25	81			381	00	06	18
		26	00	01	29			378	00	00	10
		24	00	08	60			334	00	16	97
		23	00	22	86			377	00	00	77
		42	00	02	59			335	00	06	39
		21	00	22	14			337	00	05	79
								338	00	03	79
								340	00	05	75
10.	Santemri	274	00	38	68			342/6	00	06	04
		268	00	00	26			342/2	00	13	58
								342/1	00	00	10

1	2	3	4	5	6	1	2	3	4	5	6
11.	Deosaral	342/5	00	01	83	12.	Kurmadih	212	00	03	47
		353	00	01	90			213	00	16	43
		352/1	00	00	10			206	00	04	14
		352/2	00	05	16			214	00	02	59
		354	00	07	13			217	00	13	55
		220	00	16	11			203	00	00	10
		359	00	02	18			218	00	01	23
		202	00	02	65			219	00	04	49
		203	00	07	20			220	00	05	36
		204	00	05	16			221	00	00	10
		205	00	01	61			201	00	03	41
		206	00	06	90			200	00	06	89
		185	00	00	23			199	00	15	67
		207	00	07	43			194	00	10	73
		109	00	02	78			197	00	00	96
		83	00	05	87			195	00	05	08
		82	00	07	41			168	00	16	01
		110	00	01	46			87	00	02	21
		121	00	03	09			89	00	07	53
		120	00	11	85			88	00	06	15
		119	00	02	72			92	00	11	78
		114	00	01	87			93	00	12	39
		118	00	25	27			96	00	11	03
		136	00	01	70			94	00	00	18
		47	00	20	95			95	00	06	33
		43	00	19	28			113	00	11	95
		42	00	03	42			119	00	15	49
		41	00	01	47			118	00	05	81
		28	00	02	16			117	00	10	64
		27	00	01	32			115	00	02	31
		26	00	01	22			116	00	19	36
		25	00	01	05			192	00	00	10
		24	00	14	08			196	00	07	70
		23	00	00	17	13.	Patandadar	642	00	00	58
		1	00	19	96			643	00	05	07
12.	Kurmadih	314	00	21	50			644	00	07	78
		284	00	11	13			645	00	11	72
		283	00	14	11			688	00	03	16
		282	00	09	20			687	00	02	71
		270	00	00	88			686	00	03	66
		287	00	15	52			685	00	04	22
		278	00	02	78			684	00	07	61
		266	00	01	46			683	00	00	19
		252	00	12	15			682	00	09	32
		250	00	00	10			679	00	06	08
		251	00	04	07			677	00	17	39

1	2	3	4	5	6	1	2	3	4	5	6
13.	Patandadar	676	00	03	16	14.	Khairakhuta	976	00	01	2
		710	00	00	25			981	00	23	25
		709	00	10	18			991	00	26	94
		717	00	35	21			1011	00	03	86
		716	00	01	28			1010	00	05	50
		315	00	06	54			1009	00	13	01
		316	00	00	10			1008	00	00	10
		314	00	21	99			1014	00	22	65
		295	00	02	45			1015	00	01	90
		296	00	09	97			1018	00	04	63
		297	00	00	93			1017	00	03	68
		298	00	10	68			1083	00	14	62
		299	00	16	06			1084	00	02	26
		300	00	00	11			1090	00	16	71
		285	00	00	10			1089	00	01	75
		284	00	17	12			1088	00	00	10
		266	00	46	34			1086	00	03	24
		265	00	07	18			1087	00	06	21
		205	00	12	70			1102	00	18	43
		203	00	12	55			1101	00	10	52
		207	00	07	45			1104	00	13	90
		206	00	02	42			1105	00	13	85
		208	00	07	56			1106	00	09	91
		200	00	07	47			1140	00	07	80
		217	00	05	35			1138	00	13	31
		216	00	02	58			1139	00	10	47
		218	00	00	10			1146	00	07	38
		215	00	01	92			1147	00	15	38
		219	00	04	24			1152	00	03	13
		220	00	04	97			1151	00	16	92
		222	00	00	97			1150	00	11	67
		221	00	01	58			1154	00	03	19
		223	00	02	70			1149	00	02	04
		224	00	15	13	15.	Gopalpur	97	00	10	77
		230	00	07	94			96/1	00	00	33
		231	00	00	93			96/2	00	29	55
		229	00	08	00			95	00	10	85
		233	00	12	89			94	00	23	69
		237	00	14	20			80	00	27	30
		238	00	27	41			79	00	02	86
		239	00	17	08			14	00	00	70
		240	00	08	57			20	00	00	47
		241	00	08	54			13	00	02	65
14.	Khairakhuta	978	00	10	67			6	00	01	44
		977	00	28	05			1	00	00	10
		974	00	00	10			2	00	08	85

1	2	3	4	5	6	1	2	3	4	5	6
15.	Gopalpur	1253	00	27	37	17.	Laxmipur	876	00	00	76
		1254	00	08	08			874	00	13	22
		1259	00	04	20			873	00	14	48
		1310	00	00	83	18.	Jangalplat	143	00	06	10
		1309	00	21	33			142	00	07	49
		1308	00	13	88			139	00	04	63
		1305	00	00	10			138	00	05	99
		1306	00	08	14			131	00	06	73
		1307	00	18	35			129	00	07	41
		1295	00	09	35			127	00	08	62
		1294	00	28	65			125	00	01	00
		1264	00	02	46			124	00	09	54
		1265	00	14	74			121	00	02	37
		972	00	02	66			154	00	13	72
		975	00	29	70			153	00	06	21
		974	00	34	24	19.	Atharagudi	259	00	00	10
		891	00	35	81			260	00	22	11
		876	00	33	57			261	00	19	78
		878	00	09	52			262	00	03	46
		885	00	04	84			264	00	05	65
		884	00	20	73			278	00	23	62
		980	00	02	41			158	00	05	91
		525	00	11	13			146	00	22	35
		538	00	21	25			144	00	39	14
		533	00	24	39			141	00	33	79
		531	00	02	52			140	00	10	20
		532	00	02	01			138	00	03	13
		529	00	23	44			139	00	07	79
		509	00	07	39			329	00	17	89
		510	00	11	03			337	00	00	69
16.	Kishanpur	707	00	10	65			336	00	04	19
		705	00	74	63			335	00	03	65
		600	00	02	12			334	00	02	88
		407	00	38	44			544	00	17	81
		406	00	05	27			339	00	00	84
		405	00	40	10			340	00	19	72
		404	00	04	69			341	00	08	26
		403	00	33	91			342	00	07	48
		706	00	02	23			345	00	04	08
17.	Laxmipur	902	00	39	65			478	00	06	64
		901	00	09	25			477	00	05	05
		884	00	22	64			346	00	06	16
		880	00	00	10			414	00	06	63
		879	00	40	67			413	00	05	39
		878	00	01	11			412	00	07	76
		877	00	16	14			411	00	09	58

1	2	3	4	5	6	1	2	3	4	5	6
19.Atharagudi		410	00	07	54	20.	Sankara	539/1206	00	00	23
		407	00	05	55			514	00	00	40
		408	00	15	84			515	00	16	59
		397	00	00	84			520	00	06	10
		396	00	07	80			486	00	03	07
		389	00	09	82			521	00	00	10
		391	00	00	48			485	00	05	31
		387	00	01	26			484	00	00	75
		388	00	02	79			479	00	09	92
		385	00	15	18			480	00	03	01
		363	00	05	08			474	00	04	75
		431	00	13	94			473	00	03	32
		432	00	07	09			472	00	00	14
		443	00	15	04			475	00	01	18
		436	00	20	34			471	00	01	04
		438	00	00	20			470	00	06	13
		437	00	05	39			469	00	05	21
		451	00	06	94	21.	Lahraud	54	00	04	71
		453	00	22	04			52	00	01	83
20.	Sankara	992	00	08	87			51	00	00	10
		1062	00	02	49			53	00	02	70
		1063	00	05	33			48	00	04	38
		1064	00	10	63			49	00	02	05
		1065	00	00	10			47	00	08	19
		1072	00	08	41			43	00	00	16
		1075	00	01	33			46	00	08	59
		1076	00	01	53			36	00	00	25
		1098	00	11	93			34	00	03	52
		1100	00	06	19			35	00	05	90
		1101	00	18	40			31	00	05	64
		1104	00	06	34			28	00	02	18
		1102	00	01	64			26	00	05	09
		1103	00	08	11			27	00	02	50
		1105	00	01	30			22	00	02	00
		1107	00	01	95			11	00	01	92
		1106	00	01	76			10	00	00	88
		554	00	02	57			185	00	01	57
		555	00	15	04			184	00	00	25
		556	00	03	20			186	00	03	73
		557	00	00	27			191	00	08	60
		552	00	01	98			190	00	05	60
		551	00	08	74			229	00	03	29
		549	00	04	12	22.	Mudhipar (Mudipar)	1009	00	04	04
		550	00	00	10			823	00	09	95
		539	00	12	64			866	00	00	10
		537	00	00	11			865	00	17	79
		538	00	06	80						

1	2	3	4	5	6	1	2	3	4	5	6
22.	Mudhipar (Mudipar)	859	00	00	68	22.	Mudhipar (Mudipar)	575	00	14	43
		860	00	00	60			570	00	03	43
		858	00	02	96			569	00	03	09
		852	00	04	28			568	00	01	59
		851	00	04	94			567	00	06	58
		855	00	00	10			571	00	02	52
		850	00	00	16			80	00	03	44
		849	00	05	65			81	00	02	66
		832	00	01	32			546	00	00	54
		833	00	01	32			547	00	07	27
		829	00	04	80			550	00	00	13
		828	00	03	27			549	00	03	59
		926	00	07	17			548	00	00	88
		927	00	00	91			101	00	02	60
		928	00	05	60			539	00	01	27
		943	00	08	64			538	00	06	40
		935	00	00	20			536	00	01	14
		929	00	04	31			537	00	06	90
		931	00	03	81			533	00	01	50
		930	00	01	18			530	00	04	10
		932	00	01	20			528	00	00	85
		731	00	09	12			529	00	06	19
		933	00	00	10			432	00	10	93
		725	00	09	92			466	00	06	68
		726	00	06	28			463	00	00	40
		708	00	03	13			442	00	07	45
		706	00	01	85			460	00	00	65
		705	00	01	67			449	00	08	47
		707	00	04	99			447	00	11	07
		709	00	00	87			445	00	00	87
		704	00	03	51			450	00	04	45
		668	00	09	24			451	00	00	91
		670	00	00	65			252	00	08	46
		659	00	02	62			253	00	05	19
		654	00	01	76			251	00	10	02
		653	00	08	45			250	00	03	35
		652	00	04	04			248	00	00	72
		651	00	00	81			263	00	07	49
		649	00	01	20			266	00	00	49
		650	00	03	00			314	00	00	10
		634	00	02	90			313	00	07	84
		636	00	00	10			312	00	05	91
		635	00	10	85			320	00	34	69
		574	00	05	75			324	00	15	53
		577	00	00	34			326	00	07	42
		576	00	03	19			328	00	05	51
		581	00	02	09			335	00	07	23

1	2	3	4	5	6
22.	Mudhipar	329	00	07	09
	(Mudipar)	334	00	00	39
		330	00	08	31
		332	00	03	02
		331	00	06	90
		189	00	00	22

[No. R-25011/23/2010-OR-I]

B. K. DATTA, Under Secy.

नई दिल्ली, 3 अगस्त, 2010

का.आ. 1975.—केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि पारादीप (उड़ीसा) से रायपुर (छत्तीसगढ़) एवं राँची (झारखण्ड) तक पेट्रोलियम उत्पादों के परिवहन के लिये इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा “पारादीप-सम्बलपुर-रायपुर-राँची पाइपलाइन” बिछाई जानी चाहिये;

और केन्द्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि ऐसी भूमि, जिसके नीचे पाइपलाइन बिछाई जाने का प्रस्ताव है और जो इस अधिसूचना से उपाबद्ध अनुसूची में वर्णित है, में उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उनमें उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति, अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियां जनता को उपलब्ध करा दी जाती हैं, इक्कीस दिन के भीतर, उसमें उपयोग के अधिकार का अर्जन करने या भूमि के नीचे पाइपलाइन बिछाए जाने के संबंध में श्री दिलीप कुमार अग्रवाल, सक्षम प्राधिकारी, इंडियन ऑयल कॉर्पोरेशन लिमिटेड, पारादीप-सम्बलपुर-रायपुर-राँची पाइपलाइन परियोजना, एन-17, सेक्टर 2, अवन्ति विहार, रायपुर-492006 (छत्तीसगढ़) को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

तहसील-आरंग		जिला-रायपुर	राज्य-छत्तीसगढ़		
क्रम	गांव का नाम	खसरा सं.	क्षेत्रफल		
सं.			हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6
1.	गोईन्दा	1582	00	02	21
		1563	00	05	49
		1562	00	04	41

1	2	3	4	5	6
1.	गोईन्दा	1555	00	04	98
		1554	00	04	50
		1553	00	05	46
		1552	00	02	91
		1551	00	02	89
		1550	00	04	86
		1509	00	00	10
	1510/2053		00	07	95
	1515		00	00	10
	1511		00	00	35
	1512		00	07	03
	1514		00	00	78
	1513		00	03	37
	1499		00	12	11
	1467		00	00	20
	1468		00	17	47
	1469		00	03	20
	1470		00	02	70
	1471		00	10	39
	1483		00	03	85
	1481		00	00	57
	1482		00	04	21
	1476		00	03	51
	1479		00	00	37
	1477		00	00	10
	1423		00	04	24
	1459		00	04	70
	1458		00	12	03
	1415		00	27	10
	1422		00	08	60
	1413		00	12	03
	1425		00	07	42
	1426		00	00	37
	159		00	07	10
	158		00	03	03
	157		00	11	89
	156		00	06	70
	155		00	05	34
	168		00	02	59
	154		00	00	87
	169		00	08	89

1	2	3	4	5	6	1	2	3	4	5	6
1.	गोईन्दा	151	00	04	70	3.	अकोली कलां	393	00	06	82
		152	00	10	60			392	00	02	53
		170	00	00	23			394	00	01	32
		171	00	13	44			390	00	15	05
		175	00	11	49			389	00	15	94
		174	00	01	18			386	00	19	68
		176	00	12	36			401	00	01	28
		178	00	01	84			364/3	00	02	97
		140	00	05	31			365/1	00	04	02
		97	00	10	89			365/2	00	03	85
	96/2052		00	17	50			364/4	00	04	50
	73		00	05	22			366	00	03	47
	99		00	00	10			307/1	00	11	38
	100		00	08	83			308	00	10	38
	72		00	08	37			310	00	01	37
	68		00	08	83			309	00	07	06
	67		00	09	01			317	00	09	23
	66		00	08	30			322	00	15	63
	61		00	15	55			323	00	04	08
	62		00	00	25			328	00	14	89
	48		00	01	05			294	00	01	11
	2051		00	41	62			286	00	04	88
	1682		00	06	41			287	00	11	88
	1683		00	29	86			231	00	08	05
	1650		00	03	48			232	00	04	30
	1649		00	01	59			230	00	00	30
	1646		00	03	83			228	00	09	86
	1651		00	02	19			233	00	00	10
	1640		00	03	91			227	00	19	34
	1642		00	01	93			212	00	01	52
	1641		00	03	66			213	00	05	42
	1643		00	00	10			203	00	03	33
2.	निसदा	1141	00	00	10			61	00	20	93
		1140	00	01	70			58	00	00	67
		1139	00	13	41			56/2	00	00	00
		1138	00	06	39			55	00	03	45
		1137	00	05	47			53	00	06	46
		1136	00	06	99			69	00	09	46
		1135	00	10	67			52	00	07	32
		1134	00	09	39			50	00	11	46
		1074	00	02	70			48	00	10	41
		1073	00	01	18						

1	2	3	4	5	6	1	2	3	4	5	6
3.	अकोली कलां	49	00	00	37	5.	भिलाई	1244/1	00	09	23
		47	00	01	93			1268	00	08	40
		46	00	11	46			1250	00	01	23
		45	00	03	58			1267	00	10	28
		44	00	05	91			1251	00	00	78
4.	अकोली खुर्द	282	00	00	10			1255	00	07	25
		281	00	00	93			1256	00	07	38
		280/1	00	03	11			1257	00	06	30
		238	00	07	40			1258	00	06	20
		237	00	06	50			1259	00	06	52
		239	00	00	10			1174	00	07	16
		240	00	00	72			1138	00	03	12
		241	00	00	95			1132	00	01	88
		236	00	02	29			1131	00	08	77
		242	00	06	59			1130/2	00	05	66
		234	00	15	44			1130/1	00	04	93
		244	00	08	88			1000	00	04	69
		243/4	00	00	79			1128	00	00	34
		233	00	00	32			1003	00	05	72
		231	00	17	99			1004	00	10	53
		230	00	05	78			1023	00	07	56
		211	00	05	40			1022	00	03	89
		224	00	06	15			1020	00	02	79
		212	00	06	46			1024	00	05	37
		213	00	14	51			1027	00	00	29
		223	00	01	08			1026	00	10	49
		222	00	01	56			1029	00	15	44
		215	00	14	48			1028	00	00	33
5.	भिलाई	1281	00	00	10			1033	00	02	04
		1280	00	10	44			1040	00	01	71
		1279	00	04	30			1045	00	12	36
		1277	00	12	23			1044	00	16	63
		1276	00	08	94			1041	00	00	79
		1275	00	11	06			1043	00	07	41
		1274	00	01	06			1052	00	00	10
		1273	00	12	66			1053	00	19	34
		1272	00	10	30			90	00	00	41
		1271	00	06	38			1054	00	00	73
		1270	00	04	96			83	00	03	58
		1244/3	00	05	67			84	00	09	53
								82	00	08	53

1	2	3	4	5	6	1	2	3	4	5	6
5.	भिलाई	81	00	11	64	6.	बोरीद	1156/1	00	01	73
		67	00	19	73			1155	00	06	10
		66	00	11	70			1150/1ख	00	09	13
6.	बोरीद	1515	00	00	60			1148	00	12	27
		1517	00	13	36			1147	00	24	04
		1518	00	08	19			1137	00	08	74
		1519	00	05	82			1138	00	07	27
		1537	00	11	54			1139	00	13	23
		1538	00	09	33			1140/2	00	08	86
		1535	00	00	45			1140/1	00	09	36
		1534	00	15	99	7.	देवदा	813	00	03	35
		1532	00	10	80			814	00	09	99
		1533	00	02	35			815	00	14	66
		493	00	58	78			816	00	04	67
		502	00	33	53			799	00	17	73
		1304	00	22	68			833	00	09	70
		1297	00	00	17			797	00	03	14
		1299	00	14	49			794	00	18	68
		1298	00	01	38			793	00	07	38
		1301	00	03	99			787	00	12	50
		1271	00	08	17			788/2	00	00	10
		1266	00	56	66			766	00	00	25
		1211	00	04	59			761	00	00	70
		1194	00	10	82			257	00	01	37
		1195	00	05	03			256	00	01	07
		1189	00	01	63			176	00	22	34
		1188	00	11	49			177	00	00	22
		1187	00	00	10			175	00	20	50
		1186	00	09	50			172	00	06	00
		1185	00	38	58			167	00	01	42
		1170	00	01	81			170	00	00	54
		1182	00	02	45			171	00	02	39
		1171	00	04	62			169	00	01	28
		1167	00	17	32			168	00	05	55
		1165	00	08	60			187	00	07	26
		1164/1	00	07	84			188	00	03	98
		1163	00	02	01			166	00	07	81
		1161	00	05	04			165	00	02	53
		1160	00	11	52			164	00	02	24
		1156/2	00	06	14			163	00	07	83
								62	00	13	27

1	2	3	4	5	6
7.	देवदा	60	00	32	57
		59	00	02	84
		58	00	26	25
		670	00	14	62
		669	06	15	20
		665	00	14	91
		664	00	09	58
8.	लखोली	663	00	25	00
		662	00	04	39
		657	00	39	99
		660	00	00	78
		658	00	00	52
		654	00	02	63
		987	00	04	57
		985	00	11	79
		982	00	14	44
		980	00	09	17
		979	00	03	91
		978	00	04	33
		993	00	00	56
		976	00	02	02
		977	00	04	63

[सं. आर-25011/21/2010-ओ आर-1]

बी. के. दत्ता, अवर सचिव

New Delhi, the 3rd August, 2010

S.O. 1975. — Whereas, it appears to the Central Government that it is necessary the public interest that for the transportation of petroleum products from Paradip (Orissa) to Raipur (Chhattisgarh) & Ranchi (Jharkhand), a "Paradip - Sambalpur - Raipur Ranchi Pipeline" should be laid by Indian Oil Corporation Limited;

And whereas, it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the right of user in the land described in the schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by Sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said schedule may, within twenty-one days from the date on which the copies of this notification, as published in

the Gazette of India, are made available to the General Public, object in writing to the acquisition of the right of user therein or laying of the pipeline under the land to Shri Dilip Kumar Agrawal, Competent Authority, Indian Oil Corporation Limited, Paradip - Sambalpur - Raipur - Ranchi Pipeline Project, N-17, Sector -2, Avanti Vihar, Raipur - 492 006, Chhattisgarh.

SCHEDULE

Tehsil : Arang		District : Raipur		State Chhattisgarh	
Sr.Name of the No. Village		Khasara No. Hectare		Area Are Sq. Mtr.	
1	2	3	4	5	6
1.	Goinda	1582	00	02	21
		1563	00	05	49
		1562	00	04	41
		1555	00	04	98
		1554	00	04	50
		1553	00	05	46
		1552	00	02	91
		1551	00	02	89
		1550	00	04	86
		1509	00	00	10
		1510/2053	00	07	95
		1515	00	00	10
		1511	00	00	35
		1512	00	07	03
		1514	00	00	78
		1513	00	03	37
		1499	00	02	11
		1467	00	00	20
		1468	00	17	47
		1469	00	03	20
		1470	00	02	70
		1471	00	10	39
		1483	00	03	85
		1481	00	00	57
		1482	00	04	21
		1476	00	03	51
		1479	00	00	37
		1477	00	00	10
		1423	00	04	24
		1459	00	04	70
		1458	00	12	03

1	2	3	4	5	6	1	2	3	4	5	6
1.	Goinda	1415	00	27	10	2.	Nisda	1141	00	00	10
		1422	00	08	60			1140	00	01	70
		1413	00	12	03			1139	00	13	41
		1425	00	07	42			1138	00	06	39
		1426	00	00	37			1137	00	05	47
		159	00	07	10			1136	00	06	99
		158	00	03	03			1135	00	10	67
		157	00	11	89			1134	00	09	39
		156	00	06	70			1074	00	02	70
		155	00	05	34			1073	00	01	18
		168	00	02	59	3.	Akolikalan	393	00	06	82
		154	00	00	87			392	00	02	53
		169	00	08	89			394	00	01	32
		151	00	04	70			390	00	15	05
		152	00	10	60			389	00	15	94
		170	00	00	23			386	00	19	68
		171	00	13	44			401	00	01	28
		175	00	11	49			364/3	00	02	97
		174	00	01	18			365/1	00	04	02
		176	00	12	36			365/2	00	03	85
		178	00	01	84			364/4	00	04	50
		140	00	05	31			366	00	03	47
		97	00	10	89			307/1	00	11	38
	96/2052		00	17	50			308	00	10	38
	73		00	05	22			310	00	01	37
	99		00	00	10			309	00	07	06
	100		00	08	83			317	00	09	23
	72		00	08	37			322	00	15	63
	68		00	08	83			323	00	04	08
	67		00	09	01			328	00	14	89
	66		00	08	30			294	00	01	11
	61		00	15	55			286	00	04	88
	62		00	00	25			287	00	11	88
	48		00	01	05			231	00	08	05
	2051		00	41	62			232	00	04	30
	1682		00	06	41			230	00	00	30
	1683		00	29	86			228	00	09	86
	1650		00	03	48			233	00	00	10
	1649		00	01	59			227	00	19	34
	1646		00	03	83			212	00	01	52
	1651		00	02	19			213	00	05	42
	1640		00	03	91			203	00	03	35
	1642		00	01	93			61	00	20	93
	1641		00	03	66			58	00	00	67
	1643		00	00	10			56/2	00	00	10
								55	00	08	01

1	2	3	4	5	6	1	2	3	4	5	6
3.	Akolikalan	53	00	06	61	5.	Bhilai	1268	00	08	40
		69	00	09	46			1250	00	01	23
		52	00	07	73			1267	00	10	28
		50	00	11	46			1251	00	00	78
		48	00	10	41			1255	00	07	25
		49	00	00	37			1256	00	07	38
		47	00	01	93			1257	00	06	30
		46	00	11	46			1258	00	06	20
		45	00	03	58			1259	00	06	52
		44	00	05	91			1174	00	07	16
								1138	00	03	12
4.	Akolikhurd	282	00	00	10			1132	00	01	88
		281	00	00	93			1131	00	08	77
		280/1	00	03	11			1130/2	00	05	66
		238	00	07	40			1130/1	00	04	93
		237	00	06	50			1000	00	04	69
		239	00	00	10			1128	00	00	34
		240	00	00	72			1003	00	05	72
		241	00	00	95			1004	00	10	53
		236	00	02	29			1023	00	07	56
		242	00	06	59			1022	00	03	89
		234	00	15	44			1020	00	02	79
		244	00	08	88			1024	00	05	37
		243/4	00	00	79			1027	00	00	29
		233	00	00	32			1026	00	10	49
		231	00	17	99			1029	00	15	44
		230	00	05	78			1028	00	00	33
		211	00	05	40			1033	00	02	04
		224	00	06	15			1040	00	01	71
		212	00	06	46			1045	00	12	36
		213	00	14	51			1044	00	16	63
		223	00	01	08			1041	00	00	79
		222	00	01	56			1043	00	07	41
		215	00	14	48			1052	00	00	10
								1053	00	19	34
								90	00	00	41
5.	Bhilai	1281	00	00	10			1054	00	00	73
		1280	00	10	44			83	00	03	58
		1279	00	04	30			84	00	09	53
		1277	00	12	23			82	00	08	53
		1276	00	08	94			81	00	11	64
		1275	00	11	06			67	00	19	73
		1274	00	01	06			66	00	11	70
		1273	00	12	66	6.	Borid	1515	00	00	60
		1272	00	10	30			1517	00	13	36
		1271	00	06	38			1518	00	08	19
		1270	00	04	96			1519	00	05	82
		1244/3	00	05	67			1537	00	11	54
		1244/1	00	09	23			1538	00	09	33

1	2	3	4	5	6	1	2	3	4	5	6
6.	Borid	1535	00	00	45	7.	Deoda	793	00	07	38
		1534	00	15	99			787	00	12	50
		1532	00	10	80			788/2	00	00	10
		1533	00	02	35			766	00	00	25
		493	00	58	78			761	00	00	70
		502	00	33	53			257	00	01	37
		1304	00	22	68			256	00	01	07
		1297	00	00	17			176	00	22	34
		1299	00	14	49			177	00	00	22
		1298	00	01	38			175	00	20	50
		1301	00	03	99			172	00	06	00
		1271	00	08	17			167	00	01	42
		1266	00	56	66			170	00	00	54
		1211	00	04	59			171	00	02	39
		1194	00	10	82			169	00	01	28
		1195	00	05	03			168	00	05	55
		1189	00	01	63			187	00	07	26
		1188	00	11	49			188	00	03	98
		1187	00	00	10			166	00	07	81
		1186	00	09	50			165	00	02	53
		1185	00	38	58			164	00	02	24
		1170	00	01	81			163	00	07	83
		1182	00	02	45			62	00	13	27
		1171	00	04	62			60	00	32	57
		1167	00	17	32			59	00	02	84
		1165	00	08	60			58	00	26	25
		1164/1	00	07	84			670	00	14	62
		1163	00	02	01			669	06	15	20
		1161	00	05	04			665	00	14	91
		1160	00	11	52			664	00	09	58
		1156/2	00	06	14			663	00	25	00
		1156/1	00	01	73	8.	Lakholi	662	00	04	39
		1155	00	06	10			657	00	39	99
		1150/1 ka	00	09	13			660	00	00	78
		1148	00	12	27			658	00	00	52
		1147	00	24	04			654	00	02	63
		1137	00	08	74			987	00	04	57
		1138	00	07	27			985	00	11	79
		1139	00	13	23			982	00	14	44
		1140/2	00	08	86			980	00	09	17
		1140/1	00	09	36			979	00	03	91
7.	Deoda	813	00	03	35			978	00	04	33
		814	00	09	99			993	00	00	56
		815	00	14	66			976	00	02	02
		816	00	04	67			977	00	04	63
		799	00	07	73						
		833	00	09	70						
		797	00	03	14						
		794	00	18	68						

नई दिल्ली, 6 अगस्त, 2010

का. आ. 1976.—केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50) की धारा 6 की उप-धारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की नीचे दी गई अनुसूची में यथा उल्लिखित तारीखों की अधिसूचना संख्या का.आ. द्वारा उन अधिसूचनाओं से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन किया था ;

और केन्द्रीय सरकार ने, उक्त अधिनियम की धारा 6 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त भूमि में, जो सभी विल्लंगमों से मुक्त है, उपयोग का अधिसूचनाओं से संलग्न का अधिकार इंडियन ऑयल कॉर्पोरेशन लिमिटेड में, निहित किया था ;

और सक्षम प्राधिकारी ने केन्द्रीय सरकार को यह रिपोर्ट दी है कि तमिलनाडु राज्य में मनालि कि रिफ़ेनेरी से मीनम्बाक्कम एयरपोर्ट तक पेट्रोलियम उत्पादनों के परिवहन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा एबीऐशन टर्बाईन फ़्युयल (ए टी एफ) तक पाइपलाइन बिछाई जा चुकी है । अतः उस भूमि में प्रचालन की समाप्ति की जाए जिसका संक्षिप्त विवरण इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट किया गया है ।

अतः अब केन्द्रीय सरकार पेट्रोलियम पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) नियम, 1963 के नियम 4 के स्पष्टीकरण -1 के अधीन अपेक्षानुसार उक्त अनुसूची के स्तंभ 7 में उल्लिखित तारीखों को प्रचालन की समाप्ति की तारीखों के रूप में घोषित करती है ।

अनुसूची

क्रम. सं	का. आ. सं. एवं तारीख	गाँव का नाम	तालुका	जिला	राज्य	प्रचालन की समाप्ति की तारीख
1	2	3	4	5	6	7
1.	923 29-3-2007	53. क्लापुरम	श्रीपेरुम्बुदूर	कांचीपुरम	तमिलनाडु	28-12-2009
2.		57. इरुन्गाटटुकोट्टाड	श्रीपेरुम्बुदूर	कांचीपुरम	तमिलनाडु	28-12-2009
3.		56. काटरम्बक्कम	श्रीपेरुम्बुदूर	कांचीपुरम	तमिलनाडु	28-12-2009
4.		60. पुदुपाइर	श्रीपेरुम्बुदूर	कांचीपुरम	तमिलनाडु	28-12-2009
5.		61. नन्दाम्बक्कम	श्रीपेरुम्बुदूर	कांचीपुरम	तमिलनाडु	28-12-2009
6.		63. सिरुकालातुर	श्रीपेरुम्बुदूर	कांचीपुरम	तमिलनाडु	28-12-2009
7.		92. तिरुमुडिवक्कम	श्रीपेरुम्बुदूर	कांचीपुरम	तमिलनाडु	28-12-2009
8.		91. कुन्नातुर	श्रीपेरुम्बुदूर	कांचीपुरम	तमिलनाडु	28-12-2009
9.		82. रेन्डांकटलाइ	श्रीपेरुम्बुदूर	कांचीपुरम	तमिलनाडु	28-12-2009
10.		81. ताराप्पक्कम	श्रीपेरुम्बुदूर	कांचीपुरम	तमिलनाडु	28-12-2009
11.		80. केरुगाँप्पक्कम	श्रीपेरुम्बुदूर	कांचीपुरम	तमिलनाडु	28-12-2009
12.		79. कोलाप्पक्कम	श्रीपेरुम्बुदूर	कांचीपुरम	तमिलनाडु	28-12-2009

[फा. सं. आर-25011/24/2010-ओ. आर.-1]

बी. के. दत्ता, अवर सचिव

New Delhi, the 6th August, 2010

S.O. 1976.— Whereas, by the notifications of the Government of India in the Ministry of Petroleum and Natural Gas, S.O. Number and date as mentioned in the Schedule below issued under sub-section (1) of Section 6 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government acquired the right of user in the lands, specified in the Schedule appended to those notifications.

And whereas, in exercise of the powers conferred by sub-section (4) of Section 6 of the said Act, the Central Government vested the right of user in the said lands, free from all encumbrances, in the Indian Oil Corporation Limited;

And whereas, the Competent Authority has made a report to the Central Government that the pipeline for the purpose of transportation of Aviation Turbine Fuel (ATF) Petroleum products from Refinery of Chennai Petroleum Corporation Limited, Manali to Meenambakkam Airport in the State of Tamilnadu has been laid in respect of said lands, so the operation may be terminated in respect of the ROW (Right of Way) in land, description of which in brief is specified in the Schedule annexed to this notification;

Now, therefore, as required under explanation-1 of rule 4 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Rules 1963, the Central Government hereby declares the dates mentioned in Column 7 of the said Schedule as the dates of termination of operation.

SCHEDULE

Sl.No.	S. O. No. and Date	Name of Village	Taluk	District	State	Date of Termination of Operation
1	2	3	4	5	6	7
1.	923 29-3-2007	53. Valarapuram	Sriperumbudur	Kancheepuram	Tamil Nadu	28-12-2009
2.		57. Irrungattukottai	Sriperumbudur	Kancheepuram	Tamil Nadu	28-12-2009
3.		56. Katrambakkam	Sriperumbudur	Kancheepuram	Tamil Nadu	28-12-2009
4.		60. Puduppair	Sriperumbudur	Kancheepuram	Tamil Nadu	28-12-2009
5.		61. Nandambakkam	Sriperumbudur	Kancheepuram	Tamil Nadu	28-12-2009
6.		63. Sirukalathur	Sriperumbudur	Kancheepuram	Tamil Nadu	28-12-2009
7.		92. Tirumudivakkam	Sriperumbudur	Kancheepuram	Tamil Nadu	28-12-2009
8.		91. Kunnathur	Sriperumbudur	Kancheepuram	Tamil Nadu	28-12-2009
9.		82. Rendankattalai	Sriperumbudur	Kancheepuram	Tamil Nadu	28-12-2009
10.		81. Tharapakkam	Sriperumbudur	Kancheepuram	Tamil Nadu	28-12-2009
11.		80. Kerugampakkam	Sriperumbudur	Kancheepuram	Tamil Nadu	28-12-2009
12.		79. Kolapakkam	Sriperumbudur	Kancheepuram	Tamil Nadu	28-12-2009

[F. No. R-25011/24/2010-O.R-I]

B. K. DATTA, Under Secy.

नई दिल्ली, 6 अगस्त, 2010

का. आ. 1977.— केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50) की धारा 6 की उप-धारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की नीचे दी गई अनुसूची में यथा उल्लिखित तारीखों की अधिसूचना संख्या का.आ. द्वारा उन अधिसूचनाओं से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन किया था ;

और केन्द्रीय सरकार ने, उक्त अधिनियम की धारा 6 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त भूमि में, जो सभी विल्लंगमों से मुक्त है, उपयोग का अधिसूचनाओं से संलग्न का अधिकार इंडियन ऑयल कॉर्पोरेशन लिमिटेड में, निहित किया था ;

और सक्षम प्राधिकारी ने केन्द्रीय सरकार को यह रिपोर्ट दी है कि तमिलनाडु राज्य में चेन्नै से बैंगलोर तक पेट्रोलियम उत्पाद के परिवहन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा पाइपलाइन बिछाई जा चुकी है। अतः उस भूमि में प्रचालन की समाप्ति की जाए जिसका संक्षिप्त विवरण इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट किया गया है।

अतः अब केन्द्रीय सरकार पेट्रोलियम पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) नियम, 1963 के नियम 4 के स्पष्टीकरण -I के अधीन अपेक्षानुसार उक्त अनुसूची के स्तंभ 7 में उल्लिखित तारीखों को प्रचालन की समाप्ति की तारीखों के रूप में घोषित करती है।

अनुसूची

क्रम. सं.	का. आ. सं. एवं तारीख	गांव का नाम	तालुका	जिला	राज्य	प्रचालन की समाप्ति की तारीख
1	2	3	4	5	6	7
1.	823 7-4-2008	93. कोट्टकुप्पम	उत्थुकोटाई	तिरुवालुर	तमिलनाडु	30-4-2010
		94. अपनंदनकक- वक्कम	उत्थुकोटाई	तिरुवालुर	तमिलनाडु	30-4-2010
		95. माडाभिलागम	उत्थुकोटाई	तिरुवालुर	तमिलनाडु	30-4-2010
		78. तिरुकांडालाम	उत्थुकोटाई	तिरुवालुर	तमिलनाडु	30-4-2010
		76. पेरुमुडिवक्कम	उत्थुकोटाई	तिरुवालुर	तमिलनाडु	30-4-2010
		75. आर्लिजिवक्कम	उत्थुकोटाई	तिरुवालुर	तमिलनाडु	30-4-2010
		74. आर्थीकावानूर	उत्थुकोटाई	तिरुवालुर	तमिलनाडु	30-4-2010
		73. पुन्नापक्कम	उत्थुकोटाई	तिरुवालुर	तमिलनाडु	30-4-2010
		71. मांबाल्लम	उत्थुकोटाई	तिरुवालुर	तमिलनाडु	30-4-2010
		70. कादरभेडु	उत्थुकोटाई	तिरुवालुर	तमिलनाडु	30-4-2010
		25. भेमवेडु	उत्थुकोटाई	तिरुवालुर	तमिलनाडु	30-4-2010
		24. मेयुर	उत्थुकोटाई	तिरुवालुर	तमिलनाडु	30-4-2010
		20. कोराक्कांथा- डालाम	उत्थुकोटाई	तिरुवालुर	तमिलनाडु	30-4-2010
		21. देवाडभक्कम	उत्थुकोटाई	तिरुवालुर	तमिलनाडु	30-4-2010
		19. ओडाप्पाइ	उत्थुकोटाई	तिरुवालुर	तमिलनाडु	30-4-2010
		16. आट्टामवक्कम	उत्थुकोटाई	तिरुवालुर	तमिलनाडु	30-4-2010
		13. नामबक्कम	उत्थुकोटाई	तिरुवालुर	तमिलनाडु	30-4-2010
		12. नयाप्पक्कम	उत्थुकोटाई	तिरुवालुर	तमिलनाडु	30-4-2010
2.	823 7-4-2008	31. वेंगल	तिरुवालुर	तिरुवालुर	तमिलनाडु	30-4-2010
		30. सेमबेडु	तिरुवालुर	तिरुवालुर	तमिलनाडु	30-4-2010
		21. एराइयुर	तिरुवालुर	तिरुवालुर	तमिलनाडु	30-4-2010
		23. थिरुपाइर	तिरुवालुर	तिरुवालुर	तमिलनाडु	30-4-2010
		7. सेडामपल्ल्याम	तिरुवालुर	तिरुवालुर	तमिलनाडु	30-4-2010
		116. थोमुर	तिरुवालुर	तिरुवालुर	तमिलनाडु	30-4-2010

1	2	3	4	5	6	7
3.	823 7-4-2008	43. काञ्चिपाडि	तिरुथानि	तिरुवालुर	तमिलनाडु	30-4-2010
		42. गुलुर	तिरुथानि	तिरुवालुर	तमिलनाडु	30-4-2010
		41. पानापक्कम	तिरुथानि	तिरुवालुर	तमिलनाडु	30-4-2010
		40. नेडाम्बरम	तिरुथानि	तिरुवालुर	तमिलनाडु	30-4-2010
		35. आरुम्बक्कम	तिरुथानि	तिरुवालुर	तमिलनाडु	30-4-2010
		36. कुप्पम	तिरुथानि	तिरुवालुर	तमिलनाडु	30-4-2010
		33. आरुंगुलम	तिरुथानि	तिरुवालुर	तमिलनाडु	30-4-2010
		25. थालावेडु	तिरुथानि	तिरुवालुर	तमिलनाडु	30-4-2010
		26. पोन्पाडि	तिरुथानि	तिरुवालुर	तमिलनाडु	30-4-2010
		14. आलामेलु- मांगापुरम	तिरुथानि	तिरुवालुर	तमिलनाडु	30-4-2010
		15. मुरुक्कम्पाडु	तिरुथानि	तिरुवालुर	तमिलनाडु	30-4-2010
		11. सुर्यानगरम	तिरुथानि	तिरुवालुर	तमिलनाडु	30-4-2010
		12. क्रिष्णासमुद्रम	तिरुथानि	तिरुवालुर	तमिलनाडु	30-4-2010
		13. सिरुगुमि	तिरुथानि	तिरुवालुर	तमिलनाडु	30-4-2010
4.	823 7-4-2008	19. रामसमुद्रम	पाल्लिपट	तिरुवालुर	तमिलनाडु	30-4-2010
		20. क्रिष्णाराज- कुप्पम	पाल्लिपट	तिरुवालुर	तमिलनाडु	30-4-2010
		16. नोचिलि	पाल्लिपट	तिरुवालुर	तमिलनाडु	30-4-2010

[फा. सं. आर-25011/22/2010-ओ. आर.-1]

बी. के. दत्ता, अवर सचिव

New Delhi, the 6th August, 2010

S.O. 1977.— Whereas, by the notifications of the Government of India in the Ministry of Petroleum and Natural Gas, S.O. Number and date as mentioned in the Schedule below issued under sub-section (1) of Section 6 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government acquired the right of user in the lands, specified in the Schedule appended to those notifications.

And whereas, in exercise of the powers conferred by sub-section (4) of Section 6 of the said Act, the Central Government vested the right of user in the said lands, free from all encumbrances, in the Indian Oil Corporation Limited;

And whereas, the Competent Authority has made a report to the Central Government that the pipeline for the purpose of transportation of Petroleum products from Refinery of Chennai Petroleum Corporation Limited, Manali in the State of Tamilnadu to Devaniguthi Terminal, Bangalore has been laid in respect of said lands, so the operation may be terminated in respect of the ROW (Right of Way) in land, description of which in brief is specified in the Schedule annexed to this notification;

Now, therefore, as required under explanation-1 of rule 4 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Rules 1963, the Central Government hereby declares the dates mentioned in Column 7 of the said Schedule as the dates of termination of operation.

SCHEDULE

Sl.No.	S. O. No. and Date	Name of Village	Taluk	District	State	Date of Termination of Operation
1	2	3	4	5	6	7
1.	823 7-4-2008	93. Kottakuppam	Uthukottai	Tiruvallur	Tamil Nadu	30-4-2010
		94. Annadanaka-kavakkam	Uthukottai	Tiruvallur	Tamil Nadu	30-4-2010
		95. Madavilagam	Uthukottai	Tiruvallur	Tamil Nadu	30-4-2010
		78. Tirukandalam	Uthukottai	Tiruvallur	Tamil Nadu	30-4-2010
		76. Perumudivakkam	Uthukottai	Tiruvallur	Tamil Nadu	30-4-2010
		75. Alinjivakkam	Uthukottai	Tiruvallur	Tamil Nadu	30-4-2010
		74. Athangik-avanoor	Uthukottai	Tiruvallur	Tamil Nadu	30-4-2010
		73. Punnappakkam	Uthukottai	Tiruvallur	Tamil Nadu	30-4-2010
		71. Mamballam	Uthukottai	Tiruvallur	Tamil Nadu	30-4-2010
		70. Kadarvedu	Uthukottai	Tiruvallur	Tamil Nadu	30-4-2010
		25. Vembedu	Uthukottai	Tiruvallur	Tamil Nadu	30-4-2010
		24. Meyyur	Uthukottai	Tiruvallur	Tamil Nadu	30-4-2010
		20. Korakkanthandalam	Uthukottai	Tiruvallur	Tamil Nadu	30-4-2010
		21. Devandavakkam	Uthukottai	Tiruvallur	Tamil Nadu	30-4-2010
		19. Odappai	Uthukottai	Tiruvallur	Tamil Nadu	30-4-2010
		16. Attrambakkam	Uthukottai	Tiruvallur	Tamil Nadu	30-4-2010
		13. Nambakkam	Uthukottai	Tiruvallur	Tamil Nadu	30-4-2010
		12. Nayapakkam	Uthukottai	Tiruvallur	Tamil Nadu	30-4-2010
2.	823 7-4-2008	31. Vengal	Tiruvallur	Tiruvallur	Tamil Nadu	30-4-2010
		30. Sembedu	Tiruvallur	Tiruvallur	Tamil Nadu	30-4-2010
		21. Erraiyur		Tiruvallur	Tamil Nadu	30-4-2010
		23. Thirupair		Tiruvallur	Tamil Nadu	30-4-2010
		7. Sendrayanpalayam	Tiruvallur	Tiruvallur	Tamil Nadu	30-4-2010
		116. Thomur	Tiruvallur	Tiruvallur	Tamil Nadu	30-4-2010

1	2	3	4	5	6	7
3.	823 7-4-2008	43. Kanchipadi	Tiruttani	Tiruvallur	Tamil Nadu	30-4-2010
		42. Gulur	Tiruttani	Tiruvallur	Tamil Nadu	30-4-2010
		41. Panapakkam	Tiruttani	Tiruvallur	Tamil Nadu	30-4-2010
		40. Nedumbaram	Tiruttani	Tiruvallur	Tamil Nadu	30-4-2010
		35. Arumbakkam	Tiruttani	Tiruvallur	Tamil Nadu	30-4-2010
		36. Kuppam	Tiruttani	Tiruvallur	Tamil Nadu	30-4-2010
		33. Arungulam	Tiruttani	Tiruvallur	Tamil Nadu	30-4-2010
		25. Thalavedu	Tiruttani	Tiruvallur	Tamil Nadu	30-4-2010
		26. Ponpadi	Tiruttani	Tiruvallur	Tamil Nadu	30-4-2010
		14. Alamelunagarapuram	Tiruttani	Tiruvallur	Tamil Nadu	30-4-2010
		15. Murukkampattu	Tiruttani	Tiruvallur	Tamil Nadu	30-4-2010
		11. Suryanagaram	Tiruttani	Tiruvallur	Tamil Nadu	30-4-2010
		12. Krishnasamudram	Tiruttani	Tiruvallur	Tamil Nadu	30-4-2010
		3. Sirugumi	Tiruttani	Tiruvallur	Tamil Nadu	30-4-2010
4.	823 7-4-2008	19. Ramasamudram	Pallipattu	Tiruvallur	Tamil Nadu	30-4-2010
		20. Krishnanarajakuppam	Pallipattu	Tiruvallur	Tamil Nadu	30-4-2010
		16. Nochilli	Pallipattu	Tiruvallur	Tamil Nadu	30-4-2010

[F. No. R-25011/22/2010-O.R-I]

B. K. DATTA, Under Secy.

नई दिल्ली, 12 अगस्त, 2010

का. आ. 1978.—केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50) की धारा 6 की उप-धारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की नीचे दी गई अनुसूची में यह उल्लिखित तारीखों की अधिसूचना संख्या का.आ. द्वारा उन अधिसूचनाओं से संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार का अर्जन किया था ;

और केन्द्रीय सरकार ने, उक्त अधिनियम की धारा 6 की उप-धारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उक्त भूमि में, जो सभी विल्लंगमों से मुक्त है, उपयोग का अधिसूचनाओं से संलग्न का अधिकार इंडियन ऑयल कॉर्पोरेशन लिमिटेड में, निहित किया था ;

और सक्षम प्राधिकारी ने केन्द्रीय सरकार को यह रिपोर्ट दी है कि कर्नाटक में न्यू इंटरनेशनल तक पेट्रोलियम उत्पाद के परिवहन के लिए इंडियन ऑयल कॉर्पोरेशन लिमिटेड द्वारा पाइपलाइन का निर्माण किया गया है। अतः उस भूमि में प्रचालन की समाप्ति की जाए जिसका संक्षिप्त विवरण इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट है।

अतः अब केन्द्रीय सरकार पेट्रोलियम पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) नियम, 1963 के नियम 4 के स्पष्टीकरण के अधीन अपेक्षानुसार उक्त अनुसूची के स्तंभ 7 में उल्लिखित तारीखों को प्रचालन की समाप्ति की तारीखों के रूप में घोषित करती है।

अनुसूची

जिला : बेंगलोर रूरल

राज्य : कर्नाटक

क्रम. सं.	का. आ. सं. एवं तारीख	गाँव का नाम	तालुका	जिला	राज्य	प्रचालन की समाप्ति की तारीख
1	2	3	4	5	6	7
1.	2312 17-8-2007	तरबहल्ली	होसकोटे	बेंगलोर रूरल	कर्नाटक	15-12-2008
		परमनहल्ली	होसकोटे	बेंगलोर रूरल	कर्नाटक	15-12-2008
		वागटा अग्रहारा	होसकोटे	बेंगलोर रूरल	कर्नाटक	15-12-2008
		वागटा	होसकोटे	बेंगलोर रूरल	कर्नाटक	15-12-2008
		होनचनहल्ली	होसकोटे	बेंगलोर रूरल	कर्नाटक	15-12-2008
		गोंबोंदपुरा	होसकोटे	बेंगलोर रूरल	कर्नाटक	15-12-2008
		वडीगेहल्ली	होसकोटे	बेंगलोर रूरल	कर्नाटक	15-12-2008
		जडीगेनहल्ली	होसकोटे	बेंगलोर रूरल	कर्नाटक	15-12-2008
		हरल्लु	होसकोटे	बेंगलोर रूरल	कर्नाटक	15-12-2008
		कोलतु	होसकोटे	बेंगलोर रूरल	कर्नाटक	15-12-2008
		हलसहल्ली	होसकोटे	बेंगलोर रूरल	कर्नाटक	15-12-2008
		हुल्लु अमनीकेरे	होसकोटे	बेंगलोर रूरल	कर्नाटक	15-12-2008
		दोड्ड हुल्लु	होसकोटे	बेंगलोर रूरल	कर्नाटक	15-12-2008
		यलचनायकनपुरा	होसकोटे	बेंगलोर रूरल	कर्नाटक	15-12-2008
		चिक्काहुल्लु	होसकोटे	बेंगलोर रूरल	कर्नाटक	15-12-2008
		कुरुबरहल्ली	होसकोटे	बेंगलोर रूरल	कर्नाटक	15-12-2008
		कल्लहल्ली	होसकोटे	बेंगलोर रूरल	कर्नाटक	15-12-2008
		वावसंद्रा	होसकोटे	बेंगलोर रूरल	कर्नाटक	15-12-2008
		लक्कोंडहल्ली	होसकोटे	बेंगलोर रूरल	कर्नाटक	15-12-2008
		कंबलीपुरा	होसकोटे	बेंगलोर रूरल	कर्नाटक	15-12-2008
		हसीगाला	होसकोटे	बेंगलोर रूरल	कर्नाटक	15-12-2008
		कम्मसंद्रा	होसकोटे	बेंगलोर रूरल	कर्नाटक	15-12-2008
2.	373 18-2-2008	दोड्ड हुल्लु	होसकोटे	बेंगलोर रूरल	कर्नाटक	15-12-2008

1	2	3	4	5	6	7
1.	2312 17-8-2007	गंगावारा-	देवनहल्लि	बेंगलोर रूरल	कर्नाटक	15-12-2008
		चौडप्पनहल्ली				
		सोमत्तनहल्ली	देवनहल्लि	बेंगलोर रूरल	कर्नाटक	15-12-2008
		जोहन्नहल्ली	देवनहल्लि	बेंगलोर रूरल	कर्नाटक	15-12-2008
		कगलहल्ली	देवनहल्लि	बेंगलोर रूरल	कर्नाटक	15-12-2008
		भटमरेनहल्ली	देवनहल्लि	बेंगलोर रूरल	कर्नाटक	15-12-2008
		कावडदासनहल्ली	देवनहल्लि	बेंगलोर रूरल	कर्नाटक	15-12-2008

1	2	3	4	5	6	7
1.	2312 17-8-2007	दुम्भनहल्ली	यलहंका	बेंगलोर अर्बन	कर्नाटक	15-12-2008
		उनसुरु	यलहंका	बेंगलोर अर्बन	कर्नाटक	15-12-2008
		मैलनहल्ली	यलहंका	बेंगलोर अर्बन	कर्नाटक	15-12-2008
		चिक्कनहल्ली	यलहंका	बेंगलोर अर्बन	कर्नाटक	15-12-2008
		बेगुरु	यलहंका	बेंगलोर अर्बन	कर्नाटक	15-12-2008
2	13 23-12-2008	दुम्भनहल्ली	यलहंका	बेंगलोर अर्बन	कर्नाटक	15-12-2008
3.	373 18-2-2008	उनसुरु	यलहंका	बेंगलोर अर्बन	कर्नाटक	15-12-2008

[फा. सं. आर-25011/26/2010-ओ. आर.-1]

बी. के. दत्ता, अवर सचिव

New Delhi, the 12th August, 2010

S.O. 1978.— Whereas, by the notification of the Government of India in the Ministry of Petroleum and Natural Gas, S.O. No. and dated as mentioned in the Schedule below issued under sub-section (1) of Section 6 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government acquired the right of user in the lands, specified in the Schedule appended to those notifications.

And whereas, in exercise of the powers conferred by sub-section (4) of Section 6 of the said Act, The Central Government visited the right of user in the said lands, free from all encumbrances, in the Indian Oil Corporation Limited;

And whereas, the Competent Authority has made a report to the Central Government that the pipeline for the purpose of transportation of Petroleum products from Devanagondhi to Bangalore New International Airport, Devanahalli in the State of Karnataka has been laid in respect of said lands, so the operation may be terminated in respect of the ROW (Right of Way) in land, description of which in brief is specified in the Schedule annexed to this notification;

Now, therefore, as required under explanation-1 of rule 4 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Rules 1963, the Central Government hereby declares the dates mentioned in Column 7 of the said Schedule as the dates of termination of operation.

SCHEDULE**District : Bangalore Rural****State : Karnataka**

Sl.No.	S. O. No. and Date	Name of Village	Taluk	District	State	Date of Termination of Operation
1	2	3	4	5	6	7
1.	2312 17-8-2007	Tarabahalli	Hosakote	Bangalore Rural	Karnataka	15-12-2008
		Paramanahalli	Hosakote	Bangalore Rural	Karnataka	15-12-2008
		Vegata Agrahara	Hosakote	Bangalore Rural	Karnataka	15-12-2008
		Vegata	Hosakote	Bangalore Rural	Karnataka	15-12-2008
		Honachanahalli	Hosakote	Bangalore Rural	Karnataka	15-12-2008
		Govindapura	Hosakote	Bangalore Rural	Karnataka	15-12-2008
		Vadigehalli	Hosakote	Bangalore Rural	Karnataka	15-12-2008
		Jadigenahalli	Hosakote	Bangalore Rural	Karnataka	15-12-2008
		Haraluru	Hosakote	Bangalore Rural	Karnataka	15-12-2008

1	2	3	4	5	6	7
		Kolathuru	Hosakote	Bangalore Rural	Karnataka	15-12-2008
		Halasahalli	Hosakote	Bangalore Rural	Karnataka	15-12-2008
		Hulluru Amanikere	Hosakote	Bangalore Rural	Karnataka	15-12-2008
		Doddahulluru	Hosakote	Bangalore Rural	Karnataka	15-12-2008
		Yalachanayak-anapura	Hosakote	Bangalore Rural	Karnataka	15-12-2008
		Chikkahulluru	Hosakote	Bangalore Rural	Karnataka	15-12-2008
		Kurubarahalli	Hosakote	Bangalore Rural	Karnataka	15-12-2008
		Kallahalli	Hosakote	Bangalore Rural	Karnataka	15-12-2008
		Vabasandra	Hosakote	Bangalore Rural	Karnataka	15-12-2008
		Lokkondahalli	Hosakote	Bangalore Rural	Karnataka	15-12-2008
		Kambalipura	Hosakote	Bangalore Rural	Karnataka	15-12-2008
		Hasigala	Hosakote	Bangalore Rural	Karnataka	15-12-2008
		Kammasandra	Hosakote	Bangalore Rural	Karnataka	15-12-2008
2.	373 18-2-2008	Doddahulluru	Hosakote	Bangalore Rural	Karnataka	15-12-2008

1	2	3	4	5	6	7
1.	2312 17-8-2007	Gangavara Chowdappanahalli	Devanahalli	Bangalore Rural	Karnataka	15-12-2008
		Somathanahalli	Devanahalli	Bangalore Rural	Karnataka	15-12-2008
		Jonnahalli	Devanahalli	Bangalore Rural	Karnataka	15-12-2008
		Kaggalahalli	Devanahalli	Bangalore Rural	Karnataka	15-12-2008
		Batramarenahalli	Devanahalli	Bangalore Rural	Karnataka	15-12-2008
		Kavadadasanahalli	Devanahalli	Bangalore Rural	Karnataka	15-12-2008

1	2	3	4	5	6	7
1.	2312 17-8-2007	Dummanahalli	Yelahanka	Bangalore Urban	Karnataka	15-12-2008
		Unasuru	Yelahanka	Bangalore Urban	Karnataka	15-12-2008
		Mylanahalli	Yelahanka	Bangalore Urban	Karnataka	15-12-2008
		Chikkanahalli	Yelahanka	Bangalore Urban	Karnataka	15-12-2008
		Beguru	Yelahanka	Bangalore Urban	Karnataka	15-12-2008
2.	13 23-12-2008	Dummanahalli	Yelahanka	Bangalore	Karnataka	15-12-2008
3.	373 18-2-2008	Unasuru	Yelahanka	Bangalore Urban	Karnataka	15-12-2008

श्रम एवं रोजगार मंत्रालय

नई दिल्ली, 13 जुलाई, 2010

का.आ. 1979.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स बी.सी. सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय सं. 1, धनबाद के पंचाट (संदर्भ संख्या 146/1989) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-7-2010 को प्राप्त हुआ था।

[सं. एल-20012/186/1989-आईआर(सी-1)]

रिता सिंह, अनुभाग अधिकारी

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 13th July, 2010

S.O. 1979.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 146/1989) of the Central Government Industrial Tribunal/Labour Court, No. 1, Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. B.C.C.L. and their workman, which was received by the Central Government on 13-7-2010.

[No. L-20012/186/1989-IR (C-1)]

RITA SINGH, Section Officer

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. 1 AT DHANBAD****PRESENT:** Shri H.M. SINGH, Presiding Officer

In the matter of an Industrial Dispute under section 10 (1) (d) of the I.D. Act, 1947.

Reference No. 146 of 1989**Parties:**

Employers in relation to the management of Bararee Colliery of M/s. BCCL and their workman.

APPEARANCES

For behalf of the Employers : None

For behalf of the Workman : None

State: Jharkhand Industry : Coal

Dated, Dhanbad the 22-6-2010

AWARD

The Government of India in the Ministry of Labour, in-exercise of the powers conferred on them under section 10 (1) (d) the I.D. Act, 1947, has referred the following dispute to this Tribunal for adjudication vide their Order No. L -20012/186/89- IR (Coal-I), dated, the 3rd November, 1989.

SCHEDULE

“Whether the action of the management of Bararee Colliery M/s. BCCL, in dismissing Shri Ganga Prasad, Miner/Loader from service w.e.f. 8-6-1987 is justified? If not, to what relief the workman is entitled?”

2. The case of the workman is that the concerned workman Ganga Prasad was a permanent workman of Bararee Colliery and he was employed as Miner/Loader in the said colliery. The concerned workman was issued a chargesheet vide chargesheet No. S/Bar/LB/Sr.P.O./41/86 dated 13-3-1986 under clause 27 (2) of the Certified Standing Orders. He submitted his reply denying the charges alleged against him vide his reply dated 14th March, 1986. The concerned workman was kept under suspension since the date of the chargesheet i.e. 3rd March, 1986 till the date of dismissal i.e. 8th June, 1987 and was not paid any suspension allowance nor he was allowed to resume his duties pending enquiry in violation of the principles of natural justice and also in violation of the provisions of Certified Standing Orders of the Colliery. Therefore, the workman concerned having no means of livelihood here at Bararee was forced to stay at his home village in Sheikhpura, District Monghyr during the period of his illegal suspension.

3. It has been further stated by the workman side that the management fixed the date of enquiry while he was at home in his village and inspite of the fact that the workman concerned made representations for payment of some subsistence allowance or allowing him to resume his duty pending enquiry so that he could remain at Bararee Colliery and could defend himself properly and effectively in the domestic enquiry but no reply was given by the management to his various representations nor paid him any subsistence allowance.

4. The management taking undue advantage of his inability to defend himself for want of financial resources fixed the dates of enquiry without affording him reasonable time to attend the enquiry. Though the concerned workman represented before the management for postponement of enquiry, an exparte enquiry was held by them violating the principle of natural justice. It has been stated by the workman that the alleged misconduct does not come under clause 27 (2) of the Certified Standing Orders.

5. It has further been stated by the workmanside that the concerned workman was appointed by the General Manager of the Area on the basis of existing rules in regard to acquisition of land by the management of BCCL and there was no irregularity in regard to his appointment on the basis of some alleged false information. According to the workman the Agent who passed the dismissal order against the concerned workman was not the appointing authority of the concerned workman and hence the dismissal of the concerned workman is illegal and void. Accordingly it has been prayed on behalf of the workman

to pass an Award in favour of the concerned workman directing the management to reinstate him in his original job with payment of full back wages from the date of his dismissal to the date of his reinstatement with other consequential relief.

6. In the Written Statement filed on behalf of the management it has been stated by them that they issued a chargesheet No. CS/Bar/LB/Sr. PO/41/86 dated 13-3-1986 for commission of misconduct under clause 27 (2) of the Certified Standing Orders of the Colliery for theft, fraud and dishonesty in connection with Company's business and property and he was also suspended pending enquiry with immediate effect. The concerned workman submitted his reply denying the charges alleged against him vide his reply dated 14th March, 1986.

7. It has been further stated by the management that in the year 1996, they learnt through reliable source that the concerned workman Sri Ganga Prasad is the brother of Sri A.K. Yadav, Sr. Stenographer of Bhowra Area Office and is a permanent resident of village Indas, P.O. Sheikhpura, Dist. Monghyr. He was in no way related to Sri Bishu Mahato of Gourkhuti, Bhowra, Dist. Dhanbad. This led to irresistible conclusion that the concerned workman influenced Sri Bishu Mahato to declare him as his nephew on some considerations best known to them to enable him to get employment. As he was not the descendent of Bishu Mahato and had no share in the land acquired by the management, he could not have been appointed. Thus he practiced fraud and dishonesty in securing employment by false declaration.

8. Thereafter the management issued a chargesheet dated 13-3-86 to the concerned workman under clause 27 (17) of the Certified Standing Orders for "giving false information regarding, name, father's name etc. at the time of employment" and under clause 27 (2) of the Certified Standing Orders for commission of misconduct of "theft, fraud and dishonesty in connection with Company's business of property. The concerned workman submits his reply denying allegations. The management appointed Sri S.K. Sinha, the then Sr. Personnel Officer of Bararee Colliery as the Enquiry Officer and Sri P. K. Roy, the then Dy. Personnel Manager of Bhowra Area as the Presenting Officer. It has been stated by the management that the enquiry was fixed on 3-10-86, 21-11-86, 27-11-86, 11-2-87 and 15-4-87. The concerned workman Prayed for adjournments on some plea or other as a result the enquiry could not be conducted on those dates. Lastly the enquiry was fixed on 15-5-87 with privious intimation. Even on that date the concerned workman remained absent and he did not submit any intimation. Ultimately the enquiry was held exparte on that date.

9. The enquiry officer submitted his report dated 16-5-87 holding the concerned workman guilty of the misconduct charged against him. The General Manager/

Chief Mining Engineer of Bhowra Area perused the enquiry proceedings along with all relevant papers and agreed with the findings of the enquiry officer and approved for dismissal of the concerned workman on 21-5-87. Accordingly it has been prayed on behalf of the management to pass an Award holding that the concerned workman is not entitled to get any relief.

10. Both the parties have filed their respective rejoinders admitting and denying the contents of some of the paras of each other's Written Statement.

11. Fairness and propriety of the domestic enquiry was taken up as a preliminary issue in which Management side produced one Subrata Kumar Sinha who has been examined as MW-1. On their behalf documents have been marked as Ext.M-1 to M-10. No evidence has been led on behalf of the workmanside. However, documents on behalf of the workman have been marked as Ext.W-1 and W-2. After hearing arguments of both sides this Tribunal held vide Order dated 24-6-94 that the domestic enquiry is vitiated and that it was not held fairly and properly. Thereafter the management was directed to lead evidence on merit of the case in which they have produced Devendra Prasad Srivastava and abdesb Prasad Singh who have been examined as MW-2 and MW-3 respectively. Documents on their behalf have been marked as Ext.M-11, M-12 and M-12/1. No evidence has been adduced on behalf of the workman.

12. It is the case of the management that the concerned workman Ganga Prasad obtained employment fraudulently under land loser scheme on the basis that he was the nephew of Shri Bishu Mahato. Subsequently it was detected by the management on enquiry that he was not the nephew of Bishu Mahato and the concerned workman influenced Shri Bishu Mahato to declare him as his nephew on some consideration. Thus he practiced fraud and dishonesty in securing employment by false declaration and accordingly chargesheet was issued to him under clause 27 (17) and 27 (2) of the Certified Standing Order and after enquiry he was dismissed. In this connection the evidence of MW-2 is very important. He has stated in his examination-in-chief. I am aware of the matter of acquisition of land of Bishu Mahato. Against that acquisition Ganga Prasad was appointed as dependant of Bishu Mahato for which this the appointment letter marked as Ext. M-11. Later Sri Ganga Prasad was dismissed from service on the allegation having been proved that he was not the nephew of Bishu Mahato, as declared. "In his cross-examination he has stated. "The allegation against Sri Ganga Prasad was enquired into also by the Vigilance Department as well as domestic enquiry was held". It shows that the concerned workman obtained employment fraudulently as nephew of Bishu Mahato and subsequently on enquiry it was detected that he was not the nephew of Bishu Mahato. Thus he committed misconduct under

clause 27 (17) and 27 (2) of the Certified Standing Orders. No evidence has been led on behalf of the concerned workman to show that he was the nephew of Bishu Mahato.

In view of the facts circumstances and evidence discussed above I find that the management was justified in dismissing the concerned workman from service. Accordingly the following Award is rendered :—

“ The action of the management of Bararee Colliery of M/s. BCCL in dismissing Shri Ganga Prasad Minor/Loader from service w.e.f. 8-6-1987 is justified. Consequently the concerned workman is not entitled to get any relief.”

H.M. SINGH, Presiding Officer

नई दिल्ली, 13 जुलाई, 2010

का.आ. 1980.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स बी.सी. सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण सं. 1, धनबाद के पंचाट (संदर्भ संख्या 116/1989) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-7-2010 को प्राप्त हुआ था।

[सं. एल-20012/137/1988-आईआर(सी-1)]

रीता सिंह, अनुभाग अधिकारी

New Delhi, the 13th July, 2010

S.O. 1980.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 116/1989) of the Central Government Industrial Tribunal No. 1, Dhanbad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. B.C.C.L. and their workman, which was received by the Central Government on 13-7-2010.

[No. L-20012/137/1988-IR (C-I)]

RITA SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL No. I, AT DHANBAD

PRESENT: Shri H.M. SINGH, Presiding Officer

In the matter of an Industrial Disputes under section 10 (1) (d) of the I.D. Act, 1947.

REFERENCE No. 116 of 1989

Parties:

Employers in relation to the management of Junkunder Open Cast Project of M/s. B.C.C.L. and their workman.

APPEARANCES:

For on behalf of the Workman : None

For on behalf of the Employers : Mr. B. M. Prasad,
Advocate.

State: Jharkhand

Industry: Coal

Dated, Dhanbad the 17-6-2010

AWARD

The Government of India Ministry of Labour in exercise of the powers conferred on them under section 10 (1)(d) of the I.D. Act, 1947, referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/137/88-I.R. (Coal-I), dated, the 15th September, 1989.

SCHEDULE

“ KYA BIHAR COLLIERY KAMGAR UNION KI YEH MANG KI SWARGIYA BUDHAN BHUIAN KEY ASHRIT DATTAK PUTRA SHRI RAM PRASAD BHUIAN KO MESSRS. B.C.C.L. KEY JUNKUNDER OPEN CAST PROJECT KEY PRAVANDHTANTRA DWARA NAUKRI NAHI DIYE JANEY KI KARBAI UCHIT HAIN? YADI NAHI TO KARMKAR KIS ANUTOSHI KEY ADHIKARY HAIN?

2. In the Written Statement filed on behalf of the concerned workman it has been stated that late Budhan Bhuiya was permanent employee of Junkunder Project who died on 15-11-85 leaving behind Shri Ramprasad Bhuiya, adopted son and his wife Mundri Bhuini who also died on 31-1-88. Mundri Bhuini was also a permanent employee of the Junkunder Project.

3. It has been further stated by the workman side that after the death of late Budhan Bhuiya his wife late Mundri Bhuini represented to the management for providing employment to the dependant son Sri Ram Prasad but without any effect. As per N.C.W.A. II, III & IV the dependent of late Budhan Bhuiya is entitled for employment. It has been stated that many offing persons situated in similar position have been provided employment by the management. Thereafter they raised an industrial dispute before the ALC (C) Dhanbad which ultimately resulted reference to this Tribunal for adjudication. It has been prayed on behalf of the workman to pass an Award directing the management to provide employment to the dependent son of late Budhan Bhuiya with retrospective effect with arrear of wages.

4. In the Written Statement filed on behalf of the management it has been stated that the present reference is not legally maintainable. It has been stated by them that late Budhan Bhuiya and his wife late Mundri Bhuini were employees of Junkunder Open cast Project of the management and they died on 16-11-86 and 31-8-1988 respectively. The concerned person Sri Ram Prasad Bhuiya submitted an application together with an affidavit asserting himself as son of late Budhan Bhuia and on examination of nomination paper and other documents it transpired that the concerned workman/person was not

the son of late Budhan Bhuiya. Accordingly he was not given employment.

5. It has further been stated by the management that as per provision of clause 9.4.2 of NCWA-III, a dependent of a workman who dies during his service, is provided with employment. The concerned person submitted fresh application along with a document purported to be Adoption deed to establish his claim that he was legally adopted son. The purported deed of adoption was made on 22-8-86 allegedly by Sri Budhan Bhuiya adopting the concerned person aged about 17 years. It has been mentioned in their Written Statement that no adoption becomes valid under Sec.6 of the Hindu Adoption & Maintenance Act, 1957 if the adoption is not in conformity of the provisions of the said Act. Adoption of a person above 15 years of age has been prohibited under Section 10 of the Act. Similarly adoption of a son during the existence of natural sons, has been prohibited under Section 11 of the Act. The concerned person was allegedly of 17 years of age at the time of adoption and late Budhan Bhuiya had two sons, S/Sri Rajendra Bhuiya, aged 18 years and Sukar Bhuiya aged 16 years through his wife late Mundri Bhuiya. Therefore, the adoption was invalid and was made under certain influence, or pressure or on payment of certain money for getting job.

6. Management side have further stated in their Written Statement that the purported deed no-where speaks that the wife of late Budhan Bhuiya, gave her consent for adoption of the concerned person as their son. The adoption of a son by a male Hindu without consent of his wife is prohibited under section 7 of the aforesaid Act. The adoption is illegal, invalid and void and the concerned person has no right to claim for employment. No employer-employee relationship exists between the management and the concerned person. Accordingly it has been prayed to pass an Award in favour of the management rejecting the claim of the concerned person.

7. Both the parties have filed their respective rejoinders admitting and denying the contents of some of the paras of each other's Written Statement.

8. In this case the workman has not appeared in spite of issuance of notices by this Tribunal. No evidence also has been adduced by either side. However, argument was heard on behalf of the management.

9. It has been argued on behalf of the management that the concerned workman was superannuated at the age of 60 years from the services of the management. So his adopted son cannot be given employment. Moreover, adopted deed has not been proved by the concerned workman on which basis it may be said that Ramprasad Bhuiya was his son on which basis he could be given as dependent employment. I have considered the materials on record and I find no merit in the claim of the concerned person. Accordingly following Award is rendered:—

“ The demand of Bihar Colliery Kamgar Union for employment of Sri Ramprasad Bhuiya, adopted son of late Budhan Bhuiya under M. S. BCCL at J.O.C.P. is not justified. Consequently, Ram Prasad Bhuiya is not entitled to get any relief.”

H.M. SINGH, Presiding Officer

नई दिल्ली, 13 जुलाई, 2010

का.आ. 1981.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैजिस्ट्रेट बी.सी.एल. के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय सं 1, धनबाद के पंचाट (संदर्भ संख्या 159/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-7-2010 को प्राप्त हुआ था।

[सं. एल-20012/124/1999-आईआर(सी-1)]

रीता सिंह, अनुभाग अधिकारी

New Delhi, the 13th July, 2010

S.O. 1981.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.159/99) of the Central Government Industrial Tribunal/ Labour Court, No.1, Dhanbad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. B.C.C.L. and their workman, which was received by the Central Government on 13-7-2010.

[No. L-20012/124/1999-IR(C-1)]

RITA SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT No. I., AT DHANBAD

In the matter of reference under section 10 (1) (d) (2A) of the I.D. Act.

REFERENCE No. 159 of 99

Parties:

Employers in relation to the management of Katras Area of M/s. B.C.C.L.

AND

Their workman

PRESENT: Shri H.M. SINGH, Presiding Officer

APPEARANCES:

For the Employers : Sri H. Nath, Advocate.

For the Workmen : None

State: Jharkhand

Industry : Coal

Dated, the 5th May, 2009

AWARD

By Order No. L-20012/124/99-IR (C-I), dated 16-7-99 the Central Government in the Ministry of Labour has in exercise of the powers conferred by clause (d) of sub-Section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal :

अनुसूची

“क्या बी.बी.सी.एल. कतरास क्षेत्र के प्रबंधन द्वारा दि: 19-7-76 से श्री शंकर नौनिया की सेवाएं समाप्त किया जाना उचित, विधिवत एवं न्यायपूर्ण है? यदि नहीं तो कर्मकार किस राहत के पात्र हैं।”

20-3-09 the date fixed for filing of written statement by the workman but, none appeared from the side of the workman in spite of notice sent by speed post on 30-1-09 it appears from the record that the case is pending from 3-8-99. It means that workman/ sponsering union is not interested to contest the case.

In such circumstances render a No DISPUTE AWARD passed in the present reference case.

H.M. SINGH, Presiding Officer

नई दिल्ली, 13 जुलाई, 2010

का.आ. 1982.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इंडियन रेयर अर्थ लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय इरनाकुलम के पंचाट (संदर्भ संख्या 158/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-7-2010 को प्राप्त हुआ था।

[सं. एल-29011/1/2006-आईआर(एम)]

कमल बाक़रु, डेस्क अधिकारी

New Delhi, the 13th July, 2010

S.O. 1982.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.158/2006) of the Central Government Industrial Tribunal-cum-Labour Court, Ernakulam now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Indian Rare Earths Ltd. and their workmen, which was received by the Central Government on 13-7-2010.

[No. L-29011/1/2006-IR (M)]

KAMAL BAKHRU, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ERNAKULAM

Present: Shri P. L. Norbert, B.A., LL B., Presiding Officer
(Friday the 4th day of June, 2010/14th Jashtham, 1932)

I. D. 158/2006

(ID 18/2005 of Industrial Tribunal, Kollam)

Union :

1. The General Secretary,
IRE Mining Civil Workers Congress (INTUC),
Vellanathuruth, Cheriacheekal P.O.,
Karunagappally,
Kerala, Kollam.

2. The General Secretary,
IRE Mining Civil Workers Union (CITU),
Vellanathuruth, Cheriacheekal P.O.,
Karunagappally,
Kerala, Kollam.

3. The General Secretary,
IRE Mining Civil Forum Workers Union (BMS),
Vellanathuruth, Cheriacheekal P.O.,
Karunagappally,
Kerala, Kollam.

4. The General Secretary,
IRE Mining Loading Workers Union (I LUC-B),
Vellanathuruth, Cheriacheekal P.O.,
Karunagappally,
Kerala, Kollam.

5. The General Secretary,
IRE Mining Civil Forum Workers Union (AITUC),
Vellanathuruth, Cheriacheekal P.O.,
Karunagappally,
Kerala, Kollam.

6. The General Secretary,
Karunageppally Taluk General Workers Union (UTUC),
Vellanathuruth, Cheriacheekal P.O.,
Karunagappally,
Kerala, Kollam.

By Adv. Sri. H. B. Shenoy.

Managements:

1. The Chief General Manager,
Indian Rare Earths Limited,
Chavara, District Kollam,
Kollam (Kerala)-691583

By Advs. M/s. Menon & Pai.

2. The Secretary,
IRE Mining Area Civil Contract Workers
Welfare Forum, Vellanathuruth,
Kollam (Kerala).

By Adv. Sri Paulson C. Varghese.

This case coming up for hearing on 28-5-2010, this Tribunal-cum-Labour Court on 4-6-2010 passed the following.

AWARD

This is a reference made under Section 10(1)(d) of Industrial Disputes Act. The reference is:

“Whether the demand of the sixty-eight workmen as per the Annexure-II enclosed for regularising their services by the management of Indian Rare Earths Ltd. Chavara,, Kerala is justified? If so, to what relief these workman are entitled and from which date?”.

2. The facts of the case in brief are as follows:— Six unions have raised the dispute regarding regularisation of 67 workers. The first management is Indian Rare Earths Limited, Kollam and 2nd management is a Welfare Forum of Civil Contract Workers of IRE Mines.

3. According to the unions workers numbering 67 were employed by 1st management, some in 1993 and others in 1998, as casual labourers and they were engaged for construction work initially. They continued to work so till 2000 and thereafter they were deployed in Mines of Vellanathuruthu and Ponmana for loading sand collected from mines into lorries for the purpose of transportation to plant at Chavara of Kollam for processing. Out of 67 workers, 55 were engaged on 26-8-1993 as per an agreement entered into between first management and trade unions in the presence of District Collector, Kollam. The remaining 12 workers were engaged by the first management on 8-8-1998. As per the agreement the first management had promised that these workers would be given preference in employment in future vacancies. In 2000 when most of the permanent workers in the mines, who were doing the loading work, were shifted to plant and when some of them retired these 67 workers were posted in those vacancies in mines for the loading work. They have been working continuously ever since they were engaged. The work is of perennial nature and essential for the functioning of the plant. The first management with a view to treat these workers as contract labourers created a welfare Forum (2nd management) which is a sham establishment. The 1st management treats the workers as contract labour of the welfare Forum. It is only paper organisation of first management. However the workers are supervised and controlled by the first management. They have been working for many years. But they are not given benefits at par with similar permanent employee. It is an unfair labour practice. The workers are entitled to be regularised w.e.f. 9-9-2004.

4. According to the 1st management the 67 workers are members of 2nd management, the Welfare Forum. There is no master-servant relationship between the first management and the workers in question. They are not workmen within the definition of S. 2 (s) of ID Act and

there is no industrial dispute as per S.2 (k) of ID Act. The 2nd management is a society registered under Travancore Cochin Literary, Scientific and Charitable Societies (Registration) Act, 1955. The workers are members of 2nd management and they are governed by byelaws of 2nd management. The unions cannot raise an industrial dispute on behalf of members of 2nd management. The first management started production in 1970. Due to agitation of local people in the mining areas and pressure from Government an agreement was reached between trade unions and the first management in the presence of District Collector to prepare a list of 50 persons from locality and engage them in construction work. It was also agreed to prefer these persons for employment in future vacancies. Pursuant to the above agreement the 2nd management was constituted in 1997. The 2nd management is managed by governing body of 1st management representatives and union representatives. The workers' service conditions are governed by settlements reached between unions and 2nd management in 2000. At Ponmana when the mining activities started the locals demanded employment and made agitation. The first management was compelled to enroll 180 names of locals as members of 2nd Forum. These members of 2nd management are not engaged for any work in connection with the main activities of first management. The labour force in first management is already in excess. There is no unfair labour practice in the matter of engagement of workers in question. They are not entitled at any rate for appointment under first management.

5. The 2nd management has adopted the contentions of first management.

6. In the light of the above pleadings the following points arise for consideration :

1. Whether the 67 workers are employees of 2nd management or casual employees of first management?

2. Are the workers entitled for regularisation in the service of first management?

7. The evidence consists of the oral testimony of WW1 and documentary evidence of Exts. W1 to 6 on the side of the Unions and MW1 and 2 and Exts. M1 to M-21 on the side of the management.

8. **Point No.1:** The first management is a Government of India undertaking where mining of sand and separation of minerals from the sand are carried on at Chavara of Kollam district. The 2nd management is a Welfare Forum formed for the welfare of workers in the mining areas. The first management started production in the year 1970. Prior to that foreign companies were carrying on the same business. The mining was started first at Vellanathuruthu of Alappad panchayath in Kollam district. When the locals demanded employment in the mining activity the first management was not prepared to take them. There was agitation and intervention of Government. The District

Collector convened a meeting of trade unions and management and decided to constitute a sub committee for identifying 55 locals for employment. Accordingly 55 persons were taken for construction work as per an agreement, Ext. W1 on 26-8-1993. The agreement was signed by the unions and the 1st management in the presence of District Collector. The 2nd management Welfare Forum was registered on 19-3-1997 under Travancore Cochin Literary, Scientific and Charitable Societies (Registration) Act, 1955. The Welfare Forum was formed for the welfare of the workers who were engaged in civil miscellaneous works. Subsequently 14 more locals were taken on 8-8-1998. In 2000 at Ponmana mining started. The locals three went on agitation for employment. The names of 180 persons were enrolled as members of 2nd management Forum. They were also engaged for manual work. Now the unions claim that these persons engaged in 1993 and 1998 (67 workers) have been working continuously till date and they are not given benefits at par with permanent employees of similar category. This according to them is an unfair labour practice. Though the first management admits that 55 persons out of 69, (55+14) were taken as per Ext. W1 agreement made in the presence of District Collector they are not the employees of first management but members of 2nd management.

9. Out of 69 workers, 4 have died/retired and now there are only 65 workers in the mining sites. Till 2000 they were doing civil miscellaneous work. Thereafter when the permanent workers in mining sites were shifted to plant/retired these 65 persons were engaged in the mining sites for loading sand into lorries for transportation to the plant for the purpose of processing and separating minerals from the sand. It is submitted by the learned counsel for the 1st management that these workers are contract workers of 2nd management. It is nowhere in the written statement of first management pleaded that these workers are contract workers. Equally there is no pleading that the 2nd management is a contractor. The 2nd management has adopted the pleadings of first management verbatim except omitting 3 or 4 paras of written statement of first management. Thus the 2nd management too has no case that it is a contractor and the 65 workers are contract workers. The pleadings show that the society was formed for the welfare of workers and to avoid agitation and hindrance in the smooth functioning of first management. It is thus a welfare society of workers who are its members. The very constitution of the 2nd management itself would reveal that it was formed with a view to take welfare measures for the workers. Its byelaws show that the society is run by a managing body consisting of 5 representatives of first management and 4 representatives of union. The President of the governing body is the unit head of plant at Chavara. The President has the power to appoint a Secretary who is an officer of the first management. Secretary is assisted by 3 employees of the first management and they are paid by 1st

management (MWI cross examination, page-7). The bank account is operated jointly by President and Secretary (byelaws). Thus the first management has the upper hand in managing the affairs of 2nd management society.

10. The contention of managements that the 2nd management was formed in pursuance of Ex. W1 agreement of 1993 for engaging locals and providing them some employment should fall to the ground as on the date of engaging 55 workers on 26-8-1993 the 2nd management society was not in existence. It was formed after 4 years. Till then all the 55 persons were working under the first management. Ext. W1 agreement does not show that there was any decision or understanding to form a society and enroll the 55 persons in the society and that it is for the society to decide how many of its members should be engaged for work in the first management mines. Thus for 4 years 55 workers were engaged by the first management and they were assigned work in building construction, road laying etc. Later they were engaged for loading of sand into lorries. The first management therefore cannot be heard to say (at least till 1997) that the 55 workers were not their employees. Throughout the pleadings in the written statement of first and 2nd managements they have carefully avoided the words 'contractors' and 'contract workers'. The pleading is that the workers in question (65) are members of society who engage them for the work of first management. It is alleged by the unions that the 2nd management is only a paper organisation created by first management to deny benefits and permanency to the workers. As argued by the learned counsel for the first management if the 2nd management is an employer-cum-contractor there should be contractual agreements periodically between the first and 2nd management. No such agreements are produced. It is not known whether the contract, if any, was for supply of labourers or for carrying out the work of loading of sand. The first management being a public sector undertaking no private arrangement can be made for entrusting work on contract basis. It was argued by the learned counsel for the first management that the first management being a public sector undertaking they are bound by recruitment norms and guidelines of government for appointing workers. However no such norms or guidelines that existed in 1993 or 1998 are produced by the first management. It is to be noted that the 65 workers were not appointed as permanent hands but they were taken as casual workers. It is not known what is the mode of employing casual workers in 1st management. Section 4 (1) of Employment Exchanges (Compulsory Notification of Vacancies) Act, 1959 says that the employer in every establishment in public sector has to notify vacancy to Employment Exchange concerned before filling up any vacancy. But Clause 4 (4) also says that nothing in sub-section (1) and (2) shall compel any employer to recruit any person through employment exchange merely because the vacancy was notified under sub-section (1) and (2) of S.4. Thus unlike submitted by

the learned counsel for the first management employment through Employment Exchange is not compulsory as per the Act. The 1st Management has not produced any government order directing it to employ only through Employment Exchange. The unions have no case that the 65 persons were called for any interview or test as per any recruitment norms but they were engaged for manual work as casual labourers.

11. Though the workers were engaged initially for civil miscellaneous work, from 2000 onwards they have been doing regular work of loading sand into lorries which is the raw material for the first management to carry on production of minerals. The collection of sand and supply of sand to the plant cannot be stopped. In para 9 of the claim statement it is averred that the workers were employed continuously and uninterruptedly by first management for over 15 years in work of perennial nature and essential for the running of first management. In reply to this averment in para 16 of the written statement of first management there is no denial of continuous employment. The only contention is that the first management has not committed any unfair labour practice as the workers are the members of 2nd management. So far as the 2nd management is concerned there is no reply in the written statement of 2nd management to the averments in para 9 of claim statement. The 55 persons were definitely engaged by the first management. They are casual employees of first management. Their status would not change just because after 4 years a society was formed. Even with regard to the remaining 14 persons who were engaged in 1998 the 2nd management cannot be said to be the employer of those workers as well, because I have already mentioned that there is no contract between first and 2nd management for engaging workers through the 2nd management. The 2nd management has also no licence under Contract Labour (Regulation and Abolition) Act for taking up any contract work or for supplying labour on contract basis. Both managements have no case that any other contractor has engaged the 65 persons either for civil miscellaneous work or for loading work. MW2 the retired Chief General Manager (HRM) of first management was trying to save the situation by stating that the members of society used to supply workers to the contractors who engaged them for work in the mining area. However neither the first management nor the 2nd management has such a case. Assuming that there were such contractors none of their names are mentioned or records produced or anyone of them examined to prove the engagement of 65 workers through such contractors. While Ext.W1 was executed no contractor was present for discussion and decision and no contractor has signed Ext.W1. Neither the management nor the trade union office bearers who signed Ext.W1 had made any mention in Ext.W1 about engagement of workers through contractors. Therefore the argument put forward by the learned counsel for the management, unsupported by pleadings, that the 65 persons were engaged as contract

workers is without merits and cannot be accepted for a moment. Whether the 65 workers were employed due to pressure or government interference, is no ground to say that they are contract workers. The circumstances under which the first management was compelled to employ the 65 workers is a closed chapter and this court is not called upon to go into the reasons for employment, but need only to decide the nature of employment as casual, contractual or regular.

12. It is no doubt true that the records produced by the managements would go to show that the 2nd management came into existence in 1997. But essentially it is a welfare society and has nothing to do with employment in first management company. Though WW1 denied initially that there is no welfare Forum, later he admitted when documents were shown to him. However he deposed that the 2nd management is a creation of first management and it is only a sham arrangement to deny benefits to the workers. But the workers had to co-operate with the 2nd management as the 1st management was not prepared to pay wages directly, but only through 2nd management. Exts. M1, M2 series, M4 to M8 and M-10 to M-20 would go to show that the 2nd management was formed and registered as a society in 1997, general body meetings were held from time to time, problems of workers were discussed in meetings, there were long term settlements between unions and 2nd management and bye-laws were framed for the society. But these records would not show that the 2nd management is the employer of 65 workers. As per T.C. L.S. & C.S. Registration Act the accounts of 2nd management has to be audited and copy of balance sheet has to be filed before Registrar of societies every year. There is nothing to show that these things are done by the 2nd management. Infact, in Ext.W1 the first management had promised to prefer these workers for employment in future vacancies. If the workers were the employees of 2nd management (which could not be as 2nd management was not in existence in 1993) the first management could not have made a promise to absorb them in future vacancies.

13. It is relevant to note at the risk of repetition the deposition of MW1, Manager (HRM) that the 2nd management has an office within the premises of first management company, that the office is functioning in a portion of the dispensary of first management, that the furniture for the Forum office were supplied by the first management, that the Secretary of the Forum is assisted by three employees of first management, that they are paid by the first management, that the Secretary is an officer of HRM department of first management, that the President of the Forum is the Plant Manager, that the bank account of the Forum is to be operated jointly by Secretary and President, that the correspondence is to be done by Secretary, that there is no contract between Forum and the first management, that there is no office for Forum in the mining sites, that the officers of Forum do not remain in

mining sites regularly, that the workers marks their attendance by punching system, that the punching machine is that of the first management, that it is kept in the office of the first management in the mining sites and that the officers of first management supervise the work in the mining sites. Thus statement of MW1 reveals that the 2nd management is only a puppet whose string is pulled by the first management from behind the curtain to entertain the workers. After the formation of the Forum payment to the workers is made through the Forum, EPF contribution is remitted through the Forum and service conditions are discussed and settled in the Forum. These things were slowly introduced to make it appear that the 2nd management is the real employer. But the evidence and the circumstances would show that the boot is on the other foot. These workers are neither contract workers, nor casual employees of 2nd management, but casual workers of first management.

14. **Point No. 2:**— The 65 workers are demanding regularisation in service of first management. Managements 1 and 2 contend that the workers are members of 2nd management and not employees of first management. I have already mentioned that they are not the employees of 2nd management but of first management and they are casual labour and not contract labour. The unions have a case that formation of 2nd management is a sham arrangement made by the first management to avoid absorption of workers and deny benefits at par with similar regular employees of first management. The managements have no case in the pleadings that the service of these workers is discontinuous or interrupted. Some of them have been working since 1993 and others from 1998. The work of loading sand for transportation is an essential part of the activity carried on by the first management. Sand is the raw material for production. If sand is not supplied to the plant the production would come to a stand still. Therefore as long as the first management is functioning mining of sand and supply of sand to the plant are inevitable activities. Thus the nature of the work done by the 65 workers is perennial. This was going on even from 1970 when the production started. It would go on until it becomes defunct. The first management has a case that its staff strength is in excess. As a step to reduce the strength VRS is introduced. The management wants to mechanise the whole work of mining and loading, which according to them is profitable to the company. They contend that the engagement of manual labour is a burden to the company. If that is the decision of the company perhaps they may have to resort to retrenchment. But as things stand the 1st management cannot say that there is no vacancy to absorb the workers. Clamour for work and wages is part and parcel of employment and no public sector undertaking can turn a deaf ear to such labour issues. Profit is not the motive of public sector undertakings nor loss a goal; but service to the nation and society and employment to the unemployed

is their aim. It is the contention of the unions that the first management has been indulging in unfair labour practice of engaging casual workers for long periods of 13 to 17 years denying benefits and security in employment. It was argued by the learned counsel for the first management that unfair labour practice is not an issue referred for adjudication and this court cannot go into that question without specific reference. The contention has no force as the reference is regarding the justifiability of demand for regularisation of the workers. The issue of unfair labour practice is an incidental issue to the main issue of right for regularisation and falls for consideration while determining the question of regularisation. S.2 (ra) defines 'unfair labour practice' which are practices specified in 5th schedule to ID Act. Item No. 10 of part of 5th schedule is:

“to employ workmen as “badlis” casuals or temporaries and continue them as such for years, with the object of depriving them of the status and privileges of permanent workmen”.

In case of such employment, it is an unfair labour practice and employer cannot continue such mode of employment and employer can be directed to absorb or regularize the service of such employees.

15. These 65 workmen have been working continuously for the first management as casual employees for 13 to 17 years and the work they are doing is perennial in nature. There are only a very few permanent workers (altogether 15 in Vellanathuruthu and Ponmana sites according to MW1) for loading work in the mining sites. Therefore the first management require loading workers even now. Hence the conduct of the first management in continuing these 65 workers as casual labourers is an unfair labour practice.

16. However it is held in *Secretary, State of Karnataka v. Umadevi* (2006) 4 SCC 1 that casual, adhoc or contractual workers, however long they work, have no right for absorption in service in a public sector undertaking or department. But it was pointed out by the learned counsel for the union that the decision in *Umadevi's* case will not bar consideration of the case of employees who are subjected to unfair labour practice, such as employing badlis, casuals or temporaries for years together denying status and privileges of permanent employees. The counsel finds support for his argument in *M.S.R.T.C. v. Casteribe* 2009-IV-LLJ-286 (SC) a two Judges Bench decision (para 26). But it is relevant to note that in the reported case the Hon'ble Supreme Court was dealing with Maharashtra Recognition of Trade Unions and Prevention of Unfair Labour Practices Act, 1971. In the light of the statutory provisions regarding unfair labour practices the decision was rendered. It is not squarely applicable to the case on hand. Moreover it is held in official *Liquidator v. Dayanand* (2008) 10 SCC 1 by 3 Judges Bench, referring to

UP State of Electricity Board v. Pooran Chandra Pandey (2007) 2 SCC 92, that the decision of the Constitution Bench (higher bench) is binding and cannot be ignored by benches of lesser Judges. It is further held that the decision in Pooran Chandra Pandey (2 Judges Bench) differing in view with Umadevi's case is only to be treated as obiter dictum. The observation in M.S.R.T.C. case is similar to the observation in Pooran Chandra Pandey's case. Therefore the decision in Umadevi's case is binding and is to be followed. The observation in Umadevi's case is that, however long casual or contractual employees work, they cannot claim regularisation or absorption. This observation answers the question of unfair labour practice propounded by union in the present case. At the same time it is relevant to note that in para 53 of the decision in Umadevi's case the Hon'ble Supreme Court has observed that there may be cases in which there are irregular appointments of duly qualified persons in duly sanctioned vacant posts and such employees might have worked for 10 years or more and not as per orders of courts. The regularisation of service of such employees may have to be considered on merits as a one time measure. It is for the 1st management to consider this aspect in respect of these employees if the specifications mentioned by Hon'ble Supreme Court in Para-53 apply to these 65 employees. However, as of right these workmen cannot claim regularisation in service. Para 53 of Umadevi's case reads:

“53. One aspect needs to be clarified. There may be cases where irregular appointments (not illegal appointments) as explained in S.V. Narayanappa, R. N. Nanjundappa and B. N. Nagarajan and referred to in para 15 above, of duly qualified persons in duly sanctioned vacant posts might have been made and the employees have continued to work for ten years or more but without the intervention of orders of the courts or of tribunals. The question of regularisation of the services of such employees may have to be considered on merits in the light of the principles settled by this Court in the cases above referred to and in the light of this judgment. In that context, the Union of India, the State Governments and their instrumentalities should take steps to regularise as a one-time measure, the services of such irregularly appointed, who have worked for ten years or more in duly sanctioned posts but not under cover of orders of the courts or of tribunals and should further ensure that regular recruitments are undertaken to fill those vacant sanctioned posts that require to be filled up, in cases where temporary employees or daily wagers are being now employed. The process must be set in motion within six months from this date. We also clarify that regularisation, if any already made, but not sub judice, need not be reopened based on this judgment, but there should be no further by passing of the constitutional requirement and regularising or

making permanent, those not duly appointed as per the constitutional scheme”.

In the result an award is passed finding that the demand of workmen for regularisation of their service by first management is not legal and justified and they are not entitled for any relief. However the 1st management may consider them if observation in para 53 of judgment in Umadevi's case apply to these workmen.

The award will come into force one month after its publication in the Official Gazette.

Dictated to the Personal Assistant transcribed and typed by her corrected and passed by me on this the 4th day of June, 2010.

P. L. NORBERT, Presiding Officer

Appendix

Witness for the Unions :

WW1- B. Baiju - Union General Secretary

Witnesses for the Managements :

MW1- A. Jeyapalan - Manager- HRM

MW2- Prasanth - Chief General Manager
Kumar (Retired), IRE Ltd.

Exhibits for the Unions :

- W1 - Copy of the agreement dated 26-8-1993 between the unions and 1st management.
- W2 - Reply statement of 1st management dtd. 4-11-2004 submitted to ALC.
- W3 - Reply statement dtd. 5-11-2004 of 2nd management submitted to ALC.
- W4 - Reference of a worker for hospitalisation dated 3-1-2009 by the medical department of 2nd management.
- W5 - Suspension order dated 28-5-2007 issued by the 2nd management to member no. 130.
- W6 - Copy of Haulierwise Transaction Report dated 7-7-2008 of the 1st management.

Exhibits for the Managements :

- M1 - Minutes of Meeting of 2nd Management dated 6-3-2008.
- M2 - Charter of demands of Union submitted to ALC. series
- M3 - Tender submitted to 1st management by M/s. Chalayyam Travels.
- M4 - Copy of the application submitted by Sri. Baiju, General Secretary, IRE Mining Civil Workers Congress (INTUC) for his registration with the Forum.
- M4 - Copy of the Application submitted by Sri. Subhajan for his registration with the Forum. (a)

- M4 - Copy of the Application submitted by Sri.
(b) Unnikrishnan K. for his registration with the Forum.
- M4 - Copy of the Application submitted by Sri.
(c) Sanil G. for his registration with the Forum.
- M5 - Copy of the minutes of the meeting of Forum
dates 14-08-2003.
- M5 - - do - dated 10-11-2007.
(a)
- M5 - - do - dated 29-1-2008.
(b)
- M5 - - do - dated 3-2-2008.
(c)
- M5 - - do - dated 17-2-2008.
(d)
- M6 - Letter dated 1-10-2007 of WWI to the Secretary
of Forum for taking steps for PF loan.
- M7 - Copy of the minutes dated 4-8-1998.
- M8 - Copy of the minutes dated 28-10-1998.
- M9 - Copy of the judgment in O.P. No. 3317/2000.
- M10 - Copy of the minutes dated 2-3-2000.
- M11 - Minutes of the general body of the Forum
dated 14-12-2004.
- M12 - Minutes of the general body of the Forum
dated 15-1-2002.
- M13 - Copy of the minutes of the meeting dated
2-8-2005.
- M14 - Copy of the minutes of the meeting dated
12-8-2003.
- M15 - Copy of the minutes of the meeting dated
14-8-2003.
- M16 - Notice issued by 2nd management to the
President of Union calling for a discussion on
14-8-2003.
- M17 - Registration Certificate of 2nd management.
- M18 - Application for registration of Forum.
- M19 - Memorandum and Articles of the Association
of 2nd management.
- M20 - Pan Card in the name of IRE Mining Area Civil
Contract Workers Welfare Forum.
- M21 - Copy of the Judgment O.P. No. 23267/2001 (K)
dated 20th August.

नई दिल्ली, 14 जुलाई, 2010

का. आ. 1983.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स बी.सी.सी.एल. के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक

अधिकरण/श्रम न्यायालय, सं.-1, धनबाद के पंचाट (संदर्भ संख्या 112/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 14-7-2010 को प्राप्त हुआ था।

[सं. एल-20012/449/1999-आई आर (सी-1)]

रीता सिंह, अनुभाग अधिकारी

New Delhi, the 14th July, 2010

S. O. 1983.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 112/2000) of the Central Government Industrial Tribunal / Labour Court -1, Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. B.C.C.L. and their workman, which was received by the Central Government on 14-7-2010.

[No. L-20012/449/1999-IR(C-1)]

RITA SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD

In the matter of a reference U/s. 10(1) (d) (2A) of I.D. Act

Reference No. 112 of 2000

Parties : Employers in relation to the management of
Putkee Colliery of M/s. B.C.C.Ltd

AND

Their Workman

Present : Shri H.M. Singh, Presiding Officer

Appearances :

For the Employers : Shri D.N. Verma, Advocate.

For the workmen : Shri S. Bose, Treasurer, Rashtriya
Colliery Mazdoor Sangh.

State : Jharkhand

Industry : Coal

Dated, the 2nd July, 2010

AWARD

By Order No. L-20012/449/99-IR(C-1) dated 18-2-2000 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-sec. (1) and sub-sec. (2A) of sec. 10 of the Industrial Disputes Act, 1947 referred the following dispute for adjudication to this Tribunal :

“ Whether the demand of the union before the management of Pootki colliery under P.B. Area of M/s. BCCL to regularise Shri Mohan Lal Saw as Pump Operator Supervisor is proper and justified? If yes, to what relief is the concerned workman entitled?”

2. Written statement has been filed on behalf of the concerned workman stating that he is performing the duty of pump Operator Supervisor since 1981. As Supervisor the workman is entitled for payment of Technical & Supervisory Grade 'B' in terms of NCWA. The management engaged him to supervise jobs of other Pump Operators in shift which the workman performed according to the direction of the management. Altogether there were 19 Pump Operators in Putkee Colliery distributed over 3 working shifts under control of colliery Engineer through Mohan Lal Saw supervising the duties of the Pump Operators during shifts. It has been stated that a workman has to be said according to nature of job performed by him at the instance of the management. The concerned workman represented before the management for his regularisation as Technical & Supervisory Grade 'B' but without any effect. Thereafter the union on his behalf raised an industrial dispute before the A.L.C.(C), Dhanbad for conciliation proceeding but the same ended in failure due to adamant attitude of the management. Thereafter, the present dispute has been referred by the Govt. of India, Ministry of Labour to this Tribunal for adjudication.

It has been prayed before this Tribunal to pass an award in favour of the workman by directing the management to pay the concerned workman the difference of wages between the rates of Grade 'B' and rates of amount paid to him since August, 1981 till he is properly regularised and placed in Grade 'B'.

3. The management has filed written statement stating that the concerned workman is working as a Pump Operator and rightly designated as a Pump Operator under Cat. V. The union is demanding regularisation of the workman concerned as Pump operator supervisor whereas there is no such type of designation existing in the company. Even in the Wage Board Recommendations there is no such type of designation available. The concerned workman is not supervising any Pump Operator. The supervision of the Pump Operator is being done by the Mechanical Foreman and in every shift there is a Mechanical Foreman for supervising and distributing the job of Pump Operator.

It has been prayed that an award be passed holding that the demand of the union is not justified and legal.

4. Both the parties have filed their respective rejoinders admitting and denying the contents of some of the paras of each other's written statement.

5. The concerned workman has produced himself as WW-1 who has proved documents Ext. W-1 to W-14.

The management has produced MW-1 S.B. Prasad.

6. Main argument advanced on behalf of the concerned workman is that he is working as Pump Operator since 1970 in Putkee colliery of M/s. BCCL. About 32 operators are presently working in all the three shifts in the said colliery. He was assigned the job by the management

to supervise the duties of other Pump Operators from the year 1980. Since then he has been supervising the works of those Pump Operators in all the three shifts. By slip dated 2-4-82 (Ext. W-11) under the signature of S.N. Sahani, Sr. Personnel Officer, the concerned workman was ordered to allow one person to do as Pump Operator. Ext. W-12 dated 18-10-92 is under the signature of the same authority. He was performing his duties under the instruction and direction of the authorities who used to issue such slips and memos. By Ext. W-13 dated 21-4-97 he was authorised by the Supdt. Engineer (E&M) to supervise the work of other Pump Operators. By letters dated 23-6-89 (Ext. W-14) under the signature of Mr. Sahani, P.O. he was directed to engage six operators whose names were mentioned in the letter.

7. The management argued that there is no post Pump Operator Supervisor existing in the company and even in the wage Board Recommendation there is no such type of designation available. The concerned workman was designated as Pump Operator in Category-V which is higher than Pump Operator.

8. In this connection the cross-examination of the concerned workman, Mohan Lal Saw (WW-1) is very much important. He has stated in his cross-examination at page 2 that there is no such post being called Pump Operator Supervisor. No any such order was issued placing me on any such post of Pump Operator Supervisor. Presently the concerned workman is in Category-V, which is considered to be the highest category of Pump Operator. In Electrical & Mechanical Cadre there is one Foreman, who is a Supervisory staff and it is his work to Supervise the works in Electrical & Mechanical Cadre.

From the evidence of the concerned workman it is clear that there is no post of Pump Operator Supervisor and he has been promoted in Category-V which is above Pump Operator and Electrical & Mechanical Foreman is supervising the work of Pump Operators. No order has been filed by the concerned workman by which he has been posted as Pump Operator Supervisor so that he can be regularised in that post. Only he has been ordered and directed to see the work of Pump Operators that does not mean that he became the Supervisor of the Pump Operators and there is no post of Pump Operator Supervisor in the Cadre Scheme.

Considering the above facts and circumstances I hold that the concerned workman is not entitled to be regularised as Pump Operator Supervisor.

9. Accordingly, I render the following award—The demand of the Union before the management of Pootki Colliery under P.B. Area of BCCL to regularise Mohan Lal Saw as Pump Operator Supervisor is not proper and justified and hence he is not entitled to get any relief.

H. M. SINGH, Presiding Officer

नई दिल्ली, 14 जुलाई, 2010

का. आ. 1984.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स सहारा एयरलाइन्स लिमिटेड के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, चेन्नई के पंचाट (संदर्भ संख्या 53/2009) को प्रकाशित करती है, जो केन्द्रीय सरकार को 14-7-2010 को प्राप्त हुआ था।

[सं. एल-11012/21/2009-आई आर(सी-1)]

रीता सिंह, अनुभाग अधिकारी

New Delhi, the 14th July, 2010

S. O. 1984.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 53/2009) of the Central Government Industrial Tribunal-Labour Court, Chennai as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Sahara Airlines Ltd. and their workman, which was received by the Central Government on 14-7-2010.

[No. L-11012/21/2009-IR(C-I)]

RITA SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Monday, the 5th July, 2010

Present : A. N. JANARDANAN, Presiding Officer

Industrial Dispute No. 53/2009

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of M/s. Sahara Airlines Ltd. and their Workman)

BETWEEN

Sri Malakondaiah : 1 Party/Petitioner

Vs.

1. M/s Sahara Airlines Limited : 2nd Respondent/
L-70/329, Mahipalpur Extension 1st Party
New Delhi-110037
2. M/s Sahara India Commercial : 2nd Respondent/
Corpn. Ltd. Sahara India Centre, 2nd Party
8th floor No. 2, Kapoorthala
Complex Aliganj
Lucknow-226024

3. M/s Jet Airways Ltd : 2nd Respondent/
SM Centre, Andheri-Kurla 3rd Party
Road Andheri East
Mumbai-400059

APPEARANCE :

- For the Petitioner : Sri K. Sudalai
Kannu. L.
Kalaieswaran
- For the 2nd Respondent/1st Party : M's Gupta & Ravi
- For the 2nd Respondent/2nd Party : M's V. Devraj. Auth.
Representative
- For the 2nd Respondent/3rd Party : M's Gupta & Ravi

AWARD

The Central Government, Ministry of Labour vide its Order No. L-11012/21/2009-IR (CM-1) dated 19-06-2009 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is :

"Whether the demand of Sri Malakondaiah for his absorption in Jet Life by the Management of Jet Airways with reference to the Share Purchase agreement of dated 01-04-2007 entered by the Management of Jet Airways (India) Limited, Sahara India Commercial Corporation Limited and Others and Sahara Airlines Limited is justified and legal? (ii) To what relief is the workman concerned entitled?"

2. After the receipt of Industrial Dispute, this Tribunal has numbered it as ID 53/2009 and issued notices to both sides. Both sides entered appearance, petitioner and 1st and 3rd Respondents through Advocates and 2nd Respondent through Authorized Representative. The petitioner filed Claim Statement. No Counter Statement has been filed by any of the Respondents.

3. The sum and substance of the Claim Statement is as follows:

The petitioner appointed as Engineering Helper on casual basis on 01-09-2000 and later confirmed on 01-09-2001 with last drawn salary of Rs. 8,000/- by the First Respondent later fully acquiring whose shares by Third Respondent as per letter dated 20-04-2007 was informed to be on deputation with the R1 which is incorrect. R2 by letter dated 19-05-2007 paying Rs. 25,000 to the petitioner as Ex-Gratia and also acknowledging petitioner as workman of R1 was further issued with letter dated 01-06-2007 by R2 with whom there is no privity of contract and informed petitioner's relief from deputation and also requiring him to report to Sub-Office, West Nizamabad, Andhra Pradesh which order is invalid. He did not join the new place of work.

The petitioner is now not gainfully employed. There is no basis to shunt the petitioner out of employment. The

establishment at Chennai covered under Section-25N of ID Act employing more than 100 workers and hence the termination amounting to retrenchment by R1 and R3 have to comply with the provisions under Section-25N of the ID Act failure to which the termination is void abinito. There is no legal or factual justification for the termination. Hence the prayer for reinstatement and absorption.

4. Points for consideration are :

- (i) Whether the demand for the absorption of the petitioner in Jet Life by Jet Airways (India) is justified and legal?
- (ii) To what relief the concerned workman is entitled?

Points No. 1 & 2

5. When the ID stood posted to today for further proceeding the petitioner appeared in person and filed a petition supported by Affidavit, both signed by him praying for withdrawing the dispute. It is averred that the dispute has been settled with the Management and he has collected his full and final payment of the dues. He has also stated that he has forgone the right for reinstatement.

6. On a consideration of the request of the petitioner supported by the written application and affidavit sworn to in support thereof that the dispute has been settled between the parties in consideration of the full and final payment of dues thereof has been realized by him and he be permitted to withdraw the dispute in the wake of the repeated appeal of this Tribunal before the parties to have the dispute amicably settled and the petitioner having effected out of court settlement of the dispute and have collected the dues in terms thereof and has forgone the right for reinstatement as was originally claimed the prayer is only to be accorded.

7. Accordingly the petitioner is permitted to withdraw the dispute. In view of the fact that the withdrawal is in lieu of agreed monetary compensation with due receipt thereof acknowledged by the petitioner and his claim for absorption being given up no question further survives as to the demand for the absorption as being whether legal and justified.

8. The reference is answered accordingly.

(Dictated to the P.A. transcribed and typed by him, corrected and pronounced by me in the open court on this day the 5th July, 2010)

A.N. JANARDANAN, Presiding Officer

Witnesses Examined :—

For the I Party/Petitioner : None
For the II Party/Petitioner : None

Documents Marked :

On the Petitioner's side

Ex.No.	Date	Description
	Nil	
On the Management's side		
Ex.No.	Date	Description
	Nil	

नई दिल्ली, 14 जुलाई, 2010

का. आ. 1985.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स सहारा एयरलाइन्स लिमिटेड के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय चैन्नई के पंचाट (संदर्भ संख्या 54/2009) को प्रकाशित करती है, जो केन्द्रीय सरकार को 14-7-2010 को प्राप्त हुआ था।

[सं. एल-11012/22/2009-आई आर(सी-1)]

रीता सिंह, अनुभाग अधिकारी

New Delhi, the 14th July, 2010

S. O. 1985.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 54/2009) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Sahara Airlines Ltd. and their workman, which was received by the Central Government on 14-7-2010.

[No. L-11012/22/2009-IR(C-I)]

RITA SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, CHENNAI

Monday, the 5th July, 2010

Present : A. N. JANARDANAN, Presiding Officer

Industrial Dispute No. 54/2009

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of M/s. Sahara Airlines Ltd. and their Workman)

BETWEEN

Sri T.V. Satyanarayanamoorthy : I Party/Petitioner

Vs.

1. M/s Sahara Airlines Limited : 2nd Respondent/
L-70/329, Mahipalpur Extension 1st Party

New Delhi-110037

2. M/s Sahara India Commercial : 2nd Respondent/
Corpn. Ltd. Sahara India Centre, 2nd Party
8th floor No. 2, Kapoorthala
Complex Aliganj
Lucknow-226024
3. M/s Jet Airways Ltd : 2nd Respondent/
SM Centre, Andheri-Kurla 3rd Party
Road Andheri East
Mumbai-400059

Appearance :

- For the Petitioner : Sri K. Sudalai
Kannu, L.
Kalaieswaran
- For the 2nd Respondent/1st Party : M/s Gupta & Ravi
- For the 2nd Respondent/2nd Party : M/s V.Devraj.Auth.
Representative
- For the 2nd Respondent/3rd Party : M/s Gupta & Ravi

AWARD

The Central Government, Ministry of Labour vide its Order No. L.-11012/22/2009-IR (CM-I) dated 19-06-2009 referred the following Industrial Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is :

“Whether the demand of Sri T.V. Satyanarayana-moorthy for his absorption in Jet Life by the Management of Jet Airways with reference to the Share Purchase agreement of dated 01-04-2007 entered by the Management of Jet Airways (India) Limited, Sahara India Commercial Corporation Limited and Others and Sahara Airlines Limited is justified and legal? (ii) To what relief is the workman concerned entitled?”

2. After the receipt of Industrial Dispute, this Tribunal has numbered it as ID 54/2009 and issued notices to both sides. Both sides entered appearance, petitioner and 1st and 3rd Respondents through Advocates and 2nd Respondent through Authorized Representative. The petitioner filed Claim Statement. No Counter Statement has been filed by any of the Respondents.

3. The sum and substance of the Claim Statement is as follows:

The petitioner appointed as Loader on casual basis on 04-06-2000 and later confirmed on 30-08-2001 with last drawn salary of Rs. 7,500/- by the First Respondent later fully acquiring whose shares by Third Respondent as per letter dated 20-04-2007 was informed to be on deputation with the R1 which is incorrect. R2 by letter dated 19-05-2007 paying Rs. 22,500/- to the petitioner as Ex-Gratia and also acknowledging petitioner as workman of R1 was

further issued with letter dated 01-06-2007 by R2 with whom there is no privity of contract and informed petitioner's relief from deputation and also requiring him to report to Sub-Office, Adhoni Hospital Road, Kurnool, Andhra Pradesh which order is invalid. There he had no work and therefore he came back to Chennai. He claimed reinstatement by sending advocates notice dated 27-12-2007 which was not replied hence the ID was raised. The petitioner is now not gainfully employed. There is no basis to shunt the petitioner out of employment. The establishment at Chennai covered under Section 25N of I. D. Act employing more than 100 workers and hence the termination amounting to retrenchment by R1 and R3 have to comply with the provisions under Section -25N of the ID Act failure to which the termination is void abinitio. There is no legal or factual justification for the termination. Hence the prayer for reinstatement and absorption.

4. Points for consideration are :

- (i) Whether the demand for the absorption of the petitioner in Jet Life by Jet Airways (India) is justified and legal?
- (ii) To what relief the concerned workman is entitled?

Points No. 1 & 2

5. When the ID stood posted to today for further proceeding the petitioner appeared in person and filed a petition supported by Affidavit, both signed by him praying for withdrawing the dispute. It is averred that the dispute has been settled with the Management and he has collected his full and final payment of the dues. He has also stated that he has forgone the right for reinstatement.

6. On a consideration of the request of the petitioner supported by the written application and affidavit sworn to in support thereof that the dispute has been settled between the parties in consideration of the full and final payment of dues thereof has been realized by him and he be permitted to withdraw the dispute in the wake of the repeated appeal of this Tribunal before the parties to have the dispute amicably settled and the petitioner having effected out of court settlement of the dispute and have collected the dues in terms thereof and has forgone the right for reinstatement as was originally claimed the prayer is only to be accorded.

7. Accordingly the petitioner is permitted to withdraw the dispute. In view of the fact that the withdrawal is in lieu of agreed monetary compensation with due receipt thereof acknowledged by the petitioner and his claim for absorption being given up no question further survives as to the demand for the absorption as being whether legal and justified.

8. The reference is answered accordingly.

(Dictated to the P.A. transcribed and typed by him, corrected and pronounced by me in the open court on this day the 5th July, 2010)

A.N. JANARDANAN, Presiding Officer

Witnesses Examined:-

For the I Party/Petitioner : None

For the II Party/Petitioner : None

Documents Marked :

On the Petitioner's side

Ex.No.	Date	Description
	Nil	

On the Management's side

Ex.No.	Date	Description
	Nil	

नई दिल्ली, 14 जुलाई, 2010

का. आ. 1986.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स सहारा एयरलाइन्स लिमिटेड के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, चैन्नई के पंचाट (संदर्भ संख्या 44/2009) को प्रकाशित करती है, जो केन्द्रीय सरकार को 14-7-2010 को प्राप्त हुआ था।

[सं. एल-11012/12/2009-आई आर(सी-1)]

रीता सिंह, अनुभाग अधिकारी

New Delhi, the 14th July, 2010

S. O. 1986.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 44/2009) of the Central Government Industrial Tribunal-cum-Labour Court, Chennai as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Sahara Airlines Ltd. and their workman, which was received by the Central Government on 14-7-2010.

[No. L-11012/12/2009-IR(C-I)]

RITA SINGH, Section Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
CHENNAI**

Monday, the 5th July, 2010

Present : A. N. JANARDANAN, Presiding Officer

Industrial Dispute No. 44/2009

(In the matter of the dispute for adjudication under clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947), between the Management of M/s. Sahara Airlines Ltd. Two Others and their Workman).

BETWEEN

Sri C. P. Suresh : I Party/Petitioner

Vs.

- | | |
|---|------------------------------|
| 1. M/s Sahara Airlines Limited :
L-70/329, Mahipalpur Extension
New Delhi-110037 | 2nd Party/
1st Management |
| 2. M/s Sahara India Commercial :
Commercial Corpn. Ltd.
Sahara India Centre
8th Floor, No. 2 Kapoorthala
Complex, Aliganj
Lucknow-226024 | 2nd Party/
2nd Management |
| 3. M/s Jet Airways Ltd.
SM Centre, Andheri-Kurla
Road Andheri East
Mumbai-400059 | 2nd Party/
3rd Management |

Appearance :

For the 1st Party/ Petitioner : In person

For the 2nd Party/1st Management : M/s Gupta & Ravi

For the 2nd Party/2nd Management : Authorized
Representative

For the 2nd Party/3rd Management : M/s Gupta & Ravi

AWARD

The Central Government, Ministry of Labour vide Order No. L-11012/12/2009-IR (CM-I) dated 19-06-2009 has referred the Dispute to this Tribunal for adjudication.

The schedule mentioned in that order is :

"Whether the demand of Sri C.P.Suresh for his absorption in Jet Lite by the Management of Jet Airways with reference to the Share Purchase agreement of dated 01-04-2007 entered by the Management of Jet Airways (India) Limited, Sahara India Commercial Corporation Limited and Others and Sahara Airlines Limited is justified and legal? To what relief is the workman concerned entitled?"

2. After the receipt of Industrial Dispute, this Tribunal has numbered it as ID 44/2009 and issued notices to both sides. The petitioner appeared in person and the Respondents (3 in nos.) appeared through their Advocates.

3. The sum and substance of the Claim Statement is as follows:

The petitioner appointed as Loader on casual basis on 04-06-2000 and later confirmed on 01-09-2001 with last drawn salary of Rs. 7,579/- by the First Respondent later fully acquiring whose shares by Third Respondent as per letter dated 20-04-2007 was informed to be on deputation with the R1 which is incorrect. R2 by letter dated 19-05-2007 paying Rs. 32,500/- to the petitioner as Ex-Gratia and also acknowledging petitioner as workman of R1 was

further issued with letter dated 1-6-2007 by R2 with whom there is no privity of contract and informed petitioner's relief from deputation and also requiring him to report to Sub-Office, Hyderabad, Andhra Pradesh which order is invalid. There he had no work and he came back. The petitioner is now not gainfully employed. There is no basis to shunt the petitioner out of employment. The establishment at Chennai covered under Section 25N of ID Act employing more than 100 workers and hence the termination amounting to retrenchment by R1 and R3 have to comply with the provisions under Section -25N of the ID Act failure to which the termination is void abinitio. There is no legal or factual justification for the termination. Hence the prayer for reinstatement and absorption.

4. Points for consideration are :

(i) Whether the demand for the absorption of the petitioner in Jet Lite by Jet Airways (India) is justified and legal?

(ii) To what relief the concerned workman is entitled?

Points No. 1 & 2

5. When the ID stood posted to today for further proceeding the petitioner appeared in person and filed a petition supported by Affidavit, both signed by him praying for withdrawing the dispute. It is averred that the dispute has been settled with the Management and he has collected his full and final payment of the dues. He has also stated that he has forgone the right for reinstatement.

6. On a consideration of the request of the petitioner supported by the written application and affidavit sworn to in support thereof that the dispute has been settled between the parties in consideration of the full and final payment of dues thereof has been realized by him and he be permitted to withdraw the dispute in the wake of the repeated appeal of this Tribunal before the parties to have the dispute amicably settled and the petitioner having effected out of court settlement of the dispute and have collected the dues in terms thereof and has forgone the right for reinstatement as was originally claimed the prayer is only to be accorded.

7. Accordingly the petitioner is permitted to withdraw the dispute. In view of the fact that the withdrawal is in lieu of agreed monetary compensation with due receipt thereof acknowledged by the petitioner and his claim for absorption being given up no question further survives as to the demand for the absorption as being whether legal and justified.

8. The reference is answered accordingly.

(Dictated to the P.A. transcribed and typed by him, corrected and pronounced by me in the open court on this day the 5th July, 2010)

A.N. JANARDANAN, Presiding Officer

Witnesses Examined :

For the I Party/Petitioner : None

For the II Party/Petitioner : None

Documents Marked :

On the Petitioner's side

Ex.No.	Date	Description
	Nil	

On the Management's side

Ex.No.	Date	Description
	Nil	

नई दिल्ली, 14 जुलाई, 2010

का. आ. 1987.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स एलिटालिया लाइनी एरी इटेलियन एस.पी.ए. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय सं-2 मुम्बई के पंचाट (संदर्भ संख्या 46/2008) को प्रकाशित करती है, जो केन्द्रीय सरकार को 14-7-2010 को प्राप्त हुआ था।

[सं. एल-11012/22/2008-आई आर(सी-1)]

रीता सिंह, अनुभाग अधिकारी

New Delhi, the 14th July, 2010

S. O. 1987.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 46/2008) of the Central Government Industrial Tribunal-cum-Labour Court-2, Mumbai as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Alitalia Linee Aeree Italiane SPA and their workman, which was received by the Central Government on 14-7-2010.

[No. L-11012/22/2008-IR(C-I)]

RITA SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL No. 2, MUMBAI

PRESENT

A.A. LAD, Presiding Officer

REFERENCE NO. CGIT-2/46 OF 2008

Employers in Relation to the Management of M/s. Alitalia Linee Aeree Italiane, SPA

The General Manager,
M/s. Alitalia Linee Aeree Italiane, SPA,
5th floor, C.G. House,
Dr. Annie Besant Road,

Prabhadevi, Mumbai.

...First Party

Points

Findings

V/s

Their workmen

Ms. Valsa Terron,
RH-14, Manshi Complex,
Opp. Sai Krupa Complex,
Off. Western Express Highway,
Kashimira, Thane District,
Mumbai-401101

...Second Party

1. Whether termination under challenge is illegal?

Yes

2. Whether 2nd Party is entitled for reinstatement with benefit of reinstatement and benefits of back wages?

Yes

3. What orders?

As per order passed below.

APPEARANCE:

For the Employer : No Appearance.

For the Workmen : Shri Mohan Bir Singh, Advocate.

Date of reserving the Award : 5-3-2010

Date of passing the Award : 21-5-2010

AWARD

The matrix of the facts as culled out from the proceedings are as under:

1. The Government of India, Ministry of Labour by its Order No. L-11012/22/2008/IR(CM-I) dated 14th July, 2008 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following dispute to this Tribunal for adjudication :

“(i) Whether the action of the Management of M/s. Alitalia Linee Aeree Italiane, SPA, Mumbai in dismissing the services of Ms. Valsa Terron, Flight Interpreter-cum-Commercial Attendant, w.e.f. 8-11-2007 is justified and legal? (ii) To what relief is the concerned workman entitled?”

2. Claim Statement is filed by the 2nd Party, concerned workman at Exhibit 6 stating and contending that, she joined the services of the 1st Party as Flight Interpreter-cum-Commercial Attendant from 1-11-2005. It is case of the 2nd Party that, she was appointed against permanent vacancy. It is her case that, she completed probationary period successfully, however, without following due process of law she was terminated by order dated 8-11-2007. According to 2nd Party said termination is illegal and was not done by following due process of law. She states that, even retrenchment compensation as required is not paid to her. She also contends that, no proper procedure was followed, no opportunity was given to her by leveling charges before taking action of termination. So she prays that, termination under challenge be set aside with directions to the 1st Party to reinstate her with benefits of back wages and continuity of service.

3. Though notice is served on 1st Party, written statement is not filed by it. So order was passed to proceed ex-parte.

4. In view of this position following points arise for my consideration which I reply as under :

REASONS:**POINTS Nos. 1 & 2 :**

5. 2nd Party claims that, she was taken by 1st Party as Flight Interpreter-cum-Commercial Attendant and joined services of 1st party from 1-11-2005 and completed the probationary period satisfactorily and it is her case that, without following due process of law she was terminated though she completed probationary period satisfactorily. She states that, no retrenchment compensation is paid to her and provisions of the Industrial Disputes Act, 1947 are not followed before retrenching her from the employment. To support that, she filed affidavit at Exhibit 10 in lieu of her examination-in-chief, which remained unchallenged. This lead me to accept it and conclude that, retrenchment of the concerned workman is illegal and require to quash and set aside with directions to 1st party to reinstate her with benefit of back wages and continuity of service and benefits of back wages. So I answer these points accordingly and passes the following order :

ORDER

(i) Reference is allowed;

(ii) Termination/retrenchment dated 8-11-2007 is hereby quashed and set aside and 1st Party is directed to reinstate the concerned workman as Flight Interpreter-cum-commercial attendant and give her the benefit of continuity of services and back wages from 8-11-2007;

(iii) No order as to its costs.

Mumbai,

A.A.LAD, Presiding Officer

21st May, 2010.

नई दिल्ली, 14 जुलाई, 2010

का. आ. 1988.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स टाटा आइरन एण्ड स्टील कोआपरेशन लिमिटेड के प्रबंधन के संबंध में निर्यातकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय सं. 1 धनबाद के पंचाट (संदर्भ संख्या 147/1989) को प्रकाशित करती है, जो केन्द्रीय सरकार को 14-7-2010 को प्राप्त हुआ था।

[सं. एल-20012/189/1989-आई आर (सी-1)]

रोता सिंह, अनुभाग अधिकारी

New Delhi, the 14th July, 2010

S. O. 1988.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 147/1989) of the Central Government Industrial Tribunal-cum-Labour Court-I, Dhanbad as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. Tata Iron & Steel Co. Ltd., and their workman, which was received by the Central Government on 14-7-2010.

[No. L-20012/189/1989-IR(C-I)]

RITA SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL No. 1 AT DHANBAD

PRESENT

Shri H.M. SINGH, Presiding Officer

In the matter of an Industrial Dispute under Section 10(1)(d) of the I.D. Act., 1947.

Reference NO. 147 OF 1989

PARTIES : Employers in Relation to the Management of of Tata Iron & Steel Co. Ltd. and their workman.

APPEARANCES

On behalf of the employers	:	None
On behalf of the workman	:	None
State : Jharkhand		Industry : Coal

Dated, Dhanbad, the 16-6-2010

AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act., 1947 has referred the following dispute to this Tribunal for adjudication vide their No. L-20012/189/89-I.R. (Coal-I), dated, the 3rd November, 1989.

SCHEDULE

“Whether the action of the Management of M/s. Tata Iron & Steel Co. Ltd. in dismissing Shri Kalim Ahmed, Ex-Miner, T. No. 59038 vide their letter No. ASMG/3163/46 dated 31st Oct., 10-11-87 in justified? If not, what relief the concerned workman is entitled to? concerned workman is entitled to?”

2. The case of the concerned workman as disclosed in his Written Statement is that he was a permanent employee of Sijua Colliery M/s. Tisco. Ltd. working as Miner w.e.f. 6-4-1983 continuously with unblemished record of service. He has been absorbed in employment under the procedure for employment of the dependent on the basis of the strength of service of the employee. The employment is given to the dependent whose name is enrolled in the Employees's Dependent Register in question declared by the employee.

3. The concerned workman was sponsored and provided employment in the colliery on the strength of service of completion of 30 years continuously of the deceased father Nathuddin Ex-Pump Khalasi of Sijua Colliery by the declaration of the employee, the dependent Kalim Ahmad has been enrolled and in support of the Certificate of Mukhiya and declaration of the widow mother also has been considered and on having full satisfaction of the case of the concerned workman was deployed at Sijua Colliery of M/s. TISCO since 6-4-82 vide Ref. No. PD/SJA/2487 Sijua Colliery dated 3/6-4-82 and the service particulars of records of the concerned workman are mentioned by the management as follows :—

(i) Name : Kalim Ahmad

(ii) Father's name: Late Nathuddin Mian, Ex. Pump Khalasi

(iii) I.D. Card No. 12645

(iv) T.No. 59038

(v) Personal No. 215964

(vi) Date of Appointment 6-4-82

(vii) Date of Birth: 13-7-59

(viii.) Designation: Miner.

4. On receipt of a complaint from one Chiraguddin Khan, the management vide letter No. ASMG/1561/46 dated 4/6-5-1983 and Ref. No. AS/1850/46 dated 1/2—6/1983 directed the concerned workman to appear before the enquiry in which the concerned workman appeared and showed relevant document in support of the genuineness of relationship between his deceased father and the concerned workman Kalim Ahmad. The alleged complaint was not proved in the enquiry rather it was proved that the concerned workman is the son of the deceased Nathuddin Mian is genuine and correct. However, a chargesheet was issued to the concerned workman vide Chargesheet No. CS/390 dated 4-8-87 by the Manager (Operation) under clause 19(2) of the Co's Standing Order and the management suspended him pending enquiry.

5. It has been further stated by the workman side that during the pendency of the enquiry, the management put the concerned workman in jeopardy by holding enquiry in the same and similar charges before the Dy. Collector Incharge, Labour Protection Cell, Dhanbad vide Ref. No. PD/SJA/4443/5/Sijua Colliery dated 9/11-8-1987. This was issued under the signature of Manager (Operation) Sijua Colliery.

6. It has been alleged by the concerned workman that the chargesheet issued to the concerned workman under clause 19(2) is vague, baseless and motivated and it has been issued with the mala fide intention to dismiss the concerned workman. The Manager (Operation) is not the disciplinary authority and the Manager is the competent authority under the Mines Act.

7. It has been further alleged on behalf of the concerned workman that the chargesheet was not issued against the concerned workman by the proper Authority.

The enquiry was held and concluded and findings were submitted without providing reasonable opportunity.

8. The concerned workman has alleged that the management have not been able to establish that he is not the son of the deceased workman Nathuddin Mian Ex-Pump Khalasi. Under the above facts and circumstances, it has been prayed on behalf of the concerned workman to pass an Award directing the management to reinstate the concerned workman to his original job with full back wages and other consequential reliefs.

9. In the Written Statement filed on behalf of the management it has been stated that the present reference is not legally maintainable. It has been alleged by the management that the concerned workman Kalim Ahmed entered into the services of the company on 6-4-82 falsely declaring himself as dependent son of late Nathuddin Mian by procuring false certificate from the then Mukhiya of Sijua Gram Panchayat. He also submitted papers purported to be declarations of S/Sri Bhikari Mahato, Bhim Mahato and Dinesh Pratap Singh to the effect that the concerned workman was the son of late Nathuddin Mian.

10. It has been further submitted by the management that the District Administration in the year 1987 intimated them that the concerned workman Kalim Ahmed was not the son of late Nathuddin Mian and he entered into the services of the management fraudulently by procuring false and fabricated certificates. Accordingly after investigation management issued a chargesheet dated 4-8-87 to the concerned workman under clause 19(2) of the Certified Standing Order of the Company. The concerned workman submitted his reply dated 6-8-87 denying the allegations levelled against him asserting that he is the son of late Nathuddin Mian and his initial appointment was legal and valid. He however submitted that due to personal enmity between him and his elder brother Chiraguddin Mian, the latter made false complaints against him before the management, and the District Administration.

11. Management being not satisfied with the reply of concerned workman ordered for a domestic enquiry and accordingly appointed Sri R.B. Srivastava, Sr. P.O. of Sijua Colliery as Enquiry Officer and Sri A. Bhattacharjee, the Personnel Officer, Sijua Colliery as the Presenting Officer. The enquiry officer after due notice to the concerned workman conducted the enquiry in which the concerned workman participated. He cross-examined the management's Witness and gave his own statement before the enquiry officer. After completing the enquiry the Enquiry Officer submitted his report to the Manager (Open) holding that Sri Kalim Ahmed was not the son of late Nathuddin Mian and that he had entered into the service of the Company fraudulently and by falsely declaring himself the son of Late Nathuddin Mian. The management dismissed the concerned workman from his services by letter dated 31-10/10-11-87 with effect from 14-11-87 under

signature of the Agent who is the competent authority to pass order of dismissal.

12. The management also took disciplinary action against Shri Bhikari Mahato, Bhim Mahato and Dinesh Pd. Singh for giving declaration that the concerned workman was the son of Nathuddin Mian. Under the above facts and circumstances it has been prayed on behalf of the management to pass an Award rejecting the claim of the concerned workman.

13. Both the parties have filed their respective rejoinders admitting and denying the contents of some of the paras of each other's Written Statement.

14. Before taking up the case for hearing on merit fairness and propriety of the domestic enquiry was heard as a preliminary issue. On that point management produced one Shri A. Bhattacharjee who has been examined as MW-1. He has proved documents marked as Ext. M-1 to M-5. The workman side also produced the concerned workman Kalim Ahmad who has been examined as WW-1. But no document has been marked on their behalf. This Tribunal, however, after hearing both sides, held vide Order dated 2-1-95 that the domestic enquiry was fairly and properly held. Thereafter the case was fixed for hearing on merit. But on the date fixed for hearing on merit none of the parties turned up for placing their arguments. But Award has been reserved considering the age of the dispute. Now let me consider the case on the basis of the materials on record.

15. It appears from the records that the concerned workman was dismissed from service on the charges of impersonation claiming that he is the son of late Nathuddin Mian and latter it has come to the notice of the management that he is not the son of late Nathuddin Mian. He also submitted false declaration and a Mukhiya's certificate from Sijua Gram Panchayat in this respect for getting employment fraudulently with the management by fraudulent means. I have considered the evidence adduced before the Enquiry Officer and I find that the charges against the concerned workman have been proved. The misconduct committed by the concerned workman are grave and serious in nature. Such dishonest person like the concerned workman should not get any sympathy. Under such circumstances, the management was justified in dismissing the concerned workman from service because retention of such dishonest person in the industry will encourage other workman to adopt such means in the matter of getting employment by fraudulent means. Accordingly the following Award is rendered :—

"The action of the management of M/s. Tata Iron & Steel Co. Ltd. in dismissing Shri Kalim Ahmed, Ex-Miner, T.No. 59038 vide their letter No. ASMG/3163/46 dated 31st Oct., 10-11-87 is justified. Consequently, the concerned workman is not entitled to get any relief."

H. M. SINGH, Presiding Officer

नई दिल्ली, 14 जुलाई, 2010

का.आ. 1989.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स ई.सी. एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/ श्रम न्यायालय सं. 1, धनबाद के पंचाट (संदर्भ संख्या 161/1989) को प्रकाशित करती है, जो केन्द्रीय सरकार को 14-7-2010 को प्राप्त हुआ था।

[सं. एल- 20012/97/1989-आईआर(सी-1)]

रीता सिंह, अनुभाग अधिकारी

New Delhi, the 14th July, 2010

S.O. 1989.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 161/1989) of the Central Government Industrial Tribunal-cum-Labour Court, -1, Dhanbad as shown in the annexure, in the industrial dispute between the employers in relation to the management of M/s. E.C.L. and their workmen, which was received by the Central Government on 14-07-2010.

[No. L-20012/97/1989-IR (C-I)]

RITA SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1 AT DHANBAD

PRESENT

Shri H.M. SINGH, Presiding Officer.

In the matter of an Industrial Disputes under Section 10
(1)(d) of the I.D. Act., 1947.

Reference No. 161 of 1989

Parties : Employers in relation to the management of Lakhimata Colliery of M/s. Eastern Coalfields Ltd., and their workman.

APPEARANCES:

On behalf of the workman : None
On behalf of the employers : Mr. B.M. Prasad,
Advocate.

Dated, Dhanbad, the 24-6-2010

AWARD

The Govt. of India, Ministry of Labour, in exercise of the powers conferred on them under section 10 (1)(d) of the I.D. Act, 1947 has referred the following dispute to this

Tribunal for adjudication vide their Order No. L-20012/97/89-IR-(Coal-I), dated the 21st November, 1989.

SCHEDULE

“Whether the action of the management of Central Pool, Lakhimata Colliery of M/s. Eastern Coalfields Limited in denying employment to the dependent son of Smt. Surabali Kamin is justified? If not, to what relief would the person is entitled to?”.

2. In the written Statement filed on behalf of the workmanside it has been stated that Smt. Surabali Kamin had been working as permanent wagon loader at Central Pool, Lakhimata colliery as Colliery since long with unblemished record of service. He was originally appointed at selected Laikdih Section of Shyampur Colliery on 16-1-1973. She submitted voluntary resignation as per the Voluntary Retirement scheme for the employment of her dependent son in the month of March, 1985. After receiving the petition for voluntary resignation the management directed the concerned workman to appear before the management along with her dependent son by a letter dated 15-7-1985. Therefore the dependent son of the concerned workman presented himself before the Interview Board and the management after interview directed him to complete all the pre-requisite formalities for his employment. Subsequently the concerned workman was medically examined for his employment. It has been alleged by the workman side that instead of providing employment to the dependent son of Smt. Surabali Kamin all on a sudden stopped her from duty illegally and arbitrarily on the alleged ground of superannuation, w.e.f. 15-7-1986.

3. The concerned workman represented before the management against the illegal and arbitrary termination of service on the grab of superannuation and prayed before the management to provide employment of her dependent son and to verify her age from the statutory ‘B’ Form register. The concerned workman also represented to the management that if they had for any fault on their statutory record then they can determine her age through medical board. As per the Form B Register the age of the concerned workman was much below 60 year. Thereafter the union of the concerned workman raised an industrial dispute before the ALC(C) which ultimately resulted reference to this Tribunal for adjudication. Under the above facts and circumstances it has been prayed on behalf of the workmen to answer the reference in favour of the management directing the management to employ the dependent son of Smt. Surabali kamin with retrospective effect with all arrears of wages for the forced idle period.

4. In the written Statement filed on behalf of the management it has been stated by them that the reference is bad in law and not maintainable and that it is liable to be rejected on that ground. The present dispute does not fall within the scope of Section 2(k) of the I.D. Act as an industrial.

5. It has been stated by the management that Lakhmata Colliery is a which was nationalised under the non-making Coal Mines (Nationalisation) Act, 1973 with effect from 1-5-1973. It is a part of the Eastern Coalfields Limited which is a Government Company within the meaning of Section 617 of the Companies Act, 1956. It is wholly financed by the Central Govt. It is a "State" at least for the purpose of Part III of the constitution on the basis of the ruling of their Lordships of the Supreme Court in *Som Prakash Rekhi Vs. The Union of India & another*.

6. Management have submitted that Smt. Surbali Kamin was employed as a Wagon Loader in the Central Pool which is a part of Kapasara Area. Lakhmata Colliery is also a part of Kapasara Colliery. The management had at one time introduced a voluntary retirement scheme for female workers who were in the age group of 35 to 56 years. Under that scheme inter alia a female workman cannot opt for voluntary retirement scheme if she was within the aforesaid age group and provided further that she fulfills the conditions of voluntary retirement scheme. If she fulfills the prescribed conditions, she could voluntarily retire and her son or husband would be entitled to employment in her place if he was physically fit and fulfilled the prescribed conditions for employment.

7. It has been stated by the management that Smt. Surbali Kamin has crossed the age of 58 years at the relevant time when the coluntary retirement scheme as aforesaid was in force and she made an application for voluntary retirement. Therefore, her application was not accepted. As per Form B register and the entry relating to her age as recorded therein her date of birth would work out to 15-7-1926. The age of superannuation for the workman of the management is 60 years. She had attained the age of 60 years on 14-7-1986 and she was accordingly superannuated in the normal course with effect from 15-7-86. Under the facts and circumstances the management is not required to provide employment to the dependent of Smt. Surbali Kamin and the question of the Management justifying their action is not providing employment to her dependent does not and cannot arise. The employers further submit that her dependent is not entitled to employment under the Management. Under such circumstances Smt. Surbali Kamin is not entitled to any relief whatsoever. Accordingly it has been prayed on behalf of the management to pass an Award rejecting the claim of the concerned workman.

8. Both the parties have filed their respective rejoinders admitting and denying the contents of each other's Written Statement in some of the paras.

9. Management in order to substantiate their claim has produced one Indu Bhusan Pandey who has been examined as MW-1. But no document has been produced on their behalf. No evidence has been led on behalf of the workman.

10. It has been contended on behalf of the concerned workman that she submitted voluntary resignation as per the Voluntary Retirement Scheme for the employment of her dependent son in the month of March, 1985. On receipt of her petition management directed the concerned workman to appear before the management along with her dependent son and after his interview directed him to complete all the pre-requisite formalities. But all on a sudden the concerned workman Smt. Surbali kamin was stopped from her duty illegally and arbitrarily on the alleged ground of superannuation. In this connection the evidence of MW-1 is very important. He has supported the case of the management and stated in his evidence that the concerned workman superannuated in 1986 at the age of 60 years. Voluntary Retirement Scheme came into force in which workman between the age of 35 years to 56 years could seek voluntary retirement at which his/her one dependent would be entitled to job in the colliery. In March, 1985 after 58 years of age, concerned workman applied for voluntary retirement because of her age the voluntary retirement scheme was not applicable to her. Therefore, as the concerned workman applied for V.R.S. in March, 1985 after completing of 58 years of age and that was not accepted as per V.R.S. Scheme and standing order and the concerned workman remained in service upto the age of 60 years management was justified in not providing employment to her dependent son. I find no merit in the claim of the concerned workman. Accordingly following Award is rendered :—

"The action of the management of Central Pool, Lakshimata Colliery of M/s. Eastern Coalfields Limited in denying employment to the dependant son of Smt. Surbali Kamin is justified. Consequently the person is not entitled to get any relief."

H.M. SINGH, Presiding Officer

नई दिल्ली, 14 जुलाई, 2010

का.आ. 1990.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स सी.सी. एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/ श्रम न्यायालय सं. 1, धनबाद के पंचाट (संदर्भ संख्या 167/97) को प्रकाशित करती है, जो केन्द्रीय सरकार को 14-7-2010 को प्राप्त हुआ था।

[सं. एल- 20012/233/96-आईआर(सी-1)]

रीता सिंह, अनुभाग अधिकारी

New Delhi, the 14th July, 2010

S.O. 1990.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby published the Award (Ref. No. 167/97) of the Central Government Industrial Tribunal-cum-Labour Court-1, Dhanbad as shown in the annexure, in the industrial dispute between the employers in relation

to the management of M/s. C.C.L. and their workmen, was received by the Central Government on 14-07-2010.

[No. L-20012/233/96-IR (C-I)]
RITA SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1 AT DHANBAD

In the matter of a reference under section 10 (I) (d) of
I.D. Act., 1947.

Reference No. 167 of 1997

Parties : Employers in relation to the
management of Tapin North Colliery of
CCL.

AND

Their Workman

PRESENT

Shri H.M. Singh, Presiding Officer

APPEARANCES:

For the Employers	:	Shri D.K. Verma, Advocate.
For the workmen	:	Shri R.N. Ganguly, Advocate.
State : Jharkhand		Industry : Coal

Dated, the 29th June, 2010

AWARD

By order No. L-20012/233/96-IR(C-I) dated 19-9-1997 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal :

“Whether the action of the management of Tapin North Colliery of CCL, in dismissing Sh. Rajendra Dubey, Clerk Grade-II from the services of the company w.e.f. 27-3-1993 is justified? If not, to what relief is the workman entitled?”

2. Written Statement has been filed on behalf of the concerned workman stating that the workman concerned was a permanent employee of Tapin North Colliery of M/s. CCL and was working as clerk Grade-II from 1-1-74. He suddenly fell sick at his own residence at Hazaribagh on 27-7-91 and started taking treatment of local registered medical practitioner. He informed the management about his illness vide letters dated 27-11-91, 27-9-92, 28-9-92 and 28-12-92 praying for grant of sick leave. He after a prolonged treatment recovered on 9-2-93 and was declared fit to resume his duties. The concerned workman reported for duty on 10-2-93 but he was referred to a Medical

Board and the said Medical Board after examining him declared fit to resume duty on 17-3-93, but he was not allowed to resume duty without assigning any reason. He was subsequently informed that he was dismissed from the services w.e.f. 27-3-93. The management conducted a perfunctory enquiry by an Enquiry Officer who did not act as an impartial person during the said enquiry which is evident from the fact that the management's witnesses were examined in absence of the concerned workman. It has been submitted that under Model standing Orders of the Coal Mines “Continuous absence without permission and without satisfactory cause for more than ten days” constitutes misconduct, but in this case the workman concerned was sick and that is why he was forced to remain absent which is a satisfactory cause for his absence from duty which does not amount to misconduct at all.

It has been prayed before this Tribunal to pass an award in favour of the concerned workman by directing the management to reinstate him with full back wages and consequential benefits.

3. Written statement has been filed on behalf of the management stating that the concerned workman was working as Clerk Grade-II at Tapin North Colliery and he started absents from his duties w.e.f. 1-12-90 without any permission or information or satisfactory cause for a period of more than two years without any kind of communication with the management. The management issued a chargesheet dated 7-1-93 to the concerned workman charging him for commission of misconduct of unauthorised absence from duties without permission, information and justifiable cause w.e.f. 1-12-90 as per the provision of standing orders. The concerned workman did not bother to submit any satisfactory explanation enclosing therewith copies of the documents justifying his absence from his duties and the management appointed Enquiry Officer to conduct departmental enquiry relating to the chargesheet issued to him. The departmental enquiry was held in presence of the chargesheeted workman after serving due notice to him. He was given full opportunity to cross-examine the management witness, to give his own statement and to produce his defence witness. The Enquiry Officer submitted his enquiry report holding the concerned workman guilty of the charges levelled against him. On the basis of the enquiry report and considering the past conduct of the concerned workman, the management terminated the service of the concerned workman w.e.f. 27-3-93. It has been submitted that the action of the management in terminating the services of the concerned workman w.e.f. 27-3-93 was legal and justified and he is not entitled to any relief.

Accordingly, it has been prayed that the Hon'ble Tribunal be pleased to pass an award holding that the concerned workman is not entitled to any relief.

4. Both the parties have filed their respective rejoinders admitting and denying the contents of some of

the paragraphs of each other's written statement.

5. The management has produced MW-1, Mohan Sac on preliminary point. With the consent of both the parties the enquiry proceedings have been marked as Exts. M-1 to M-7. On merit the management has produced Vinod Kumar Sinha as MW-1.

The concerned workman produced himself as W-1 and has proved documents marked Exts. W-1 to W-1/3 and Ext. W-2.

6. The domestic enquiry was held not fair and prove vide order dated 6-6-2005.

7. Main argument advanced on behalf of the concerned workman is that the chargesheet was not issued against him and he did not receive any enquiry notice. During enquiry the document has been filed regarding his illness. He has filed Ext. W-1 and Ext. W-2 for joining his election duty.

8. In this respect management's counsel argued that the concerned workman was absent for long period and enquiry was conducted and after enquiry he was terminated from service.

In this respect the evidence of the management's witness MW-1 in cross-examination is material. He stated in cross-examination that I have not filed any document to show that the concerned workman was absent from 1-12-90. I have not filed any sick leave and earned leave register before this Tribunal. The chargesheet is dated 7-1-93 and he was absent from 1-12-90. He also stated that I cannot say if enquiry notice was issued to the concerned workman or not. The concerned workman was issued with chargesheet on 7-1-93. It only shows malafide working of the management. Moreover, as per above statement of the witness, he is unable to say if enquiry notice was sent to the concerned workman or not.

MW-1 on preliminary point already stated that I cannot say whether anything is there on record to show that the chargesheet was properly served upon the concerned workman. Notice was sent for information about the date of enquiry through peon Book. No document has been filed to show the service of notice. It is true that on the date when the management's representative was examined the concerned workman was not present. As enquiry officer I had cross-examined the concerned workman. There is nothing on record to show that opportunity for the said purpose was ever given. This only shows that without producing leave register and document showing absenteeism of the concerned workman, the concerned workman was dismissed even without giving second opportunity as per Ext.M-7 which is dismissal order to the concerned workman. In this order at para 2 it has been stated that after carefully consideration of the report of Enquiry Officer the evidence recorded and other connected papers. I accept the said report of the Enquiry

Officer in its entirety. I have decided as I hereby do to terminate the concerned workman, Rajendra Dubey. The above order of the management (Ext.M-7) shows that no second show cause notice was given to the concerned workman.

9. As per law laid down by Hon'ble Supreme Court in current Labour Report 1991 page 61 (SC) in which Hon'ble Supreme Court laid down that supply of a copy of the inquiry report along with recommendations, if any, in the matter of proposed punishment to be inflicted would be within the rules of natural justice and the delinquent would therefore be entitled to the supply of a copy thereof.

This only shows that no such copy of enquiry report and proposed punishment has been served to the concerned workman before dismissing his for service. It shows that the laid down by the Hon'ble Supreme Court has not been followed by the management.

In view of the above, the action of the management in dismissing the concerned workman is not justified and the concerned workman is entitled to be reinstated in service with full back wages and other consequential benefits.

10. Accordingly, I render the following award—

The action of the management of Tapin North Colliery of CCI, in dismissing Sh. Rajendra Debey, Clerk Grade-II from the services of the company w.e.f. 27-3-1993 is not justified and hence the concerned workman is entitled to be reinstated in service from the date of his dismissal with full back wages and other consequential benefits. The management is directed to implement the Award within 30 days from the date of publication of the award.

H.M. SINGH, Presiding Officer

नई दिल्ली, 14 जुलाई, 2010

का.आ. 1991.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स बी.सी. सी.एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय सं. 1, धनबाद के पंचाट (संदर्भ संख्या 89/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 14-7-2010 को प्राप्त हुआ था।

[सं. एल- 20012/93/2004-आईआर(सी-1)]

रीता सिंह, अनुभाग अधिकारी

New Delhi, the 14th July, 2010

S.O. 1991.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 89/2004) of the Central Government Industrial Tribunal-cum-Labour Court, -1, Dhanbad as shown in the annexure, in the industrial dispute between the employers in relation to the the management of M/s. B.C.C.L. and their workmen,

which was received by the Central Government on 14-07-2010.

[No. L-20012/93/2004-IR (C-I)]
RITA SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1 AT DHANBAD

In the matter of a reference under Section 10 (1) (d) (2A)
of the I.D. Act., 1947.

Reference No. 89 of 2004

Parties : Employers in relation to the
management of Bastacolla Area of
M/s. BCCL.

AND

Their Workman

PRESENT

Shri H.M. SINGH, Presiding Officer.

APPEARANCES :

For the Employers : Shri U.N. Lal,
Advocate.

For the workman : Shri B.N. Singh,
Advocate.

State : Jharkhand Industry : Coal

Dated, the 6th July, 2010

AWARD

By order No. L-20012/93/2004-IR(C-I) dated 1-9-2004 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-sec. (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal:

"Whether the demand of the BPCM congress from the management of Bastacolla Area of M/s. BCCL for regularising Sri Krishna Pado Bouri as letter Despatch Clerk w.e.f. 19-10-92 is fair and justified? If so, to what relief is the concerned workman entitled?"

2. Written Statement has been filed on behalf of the concerned workman stating that he is a matriculate. He was appointed initially as miner/loader on and from 8-4-78 and after his working for sometime on this post he was diverted to work as Peon. After his working for several years regularly and continuously as peon in Ghanoodih Colliery on a permanent post, he was diverted to work as letter despatch clerk by office order dated 4/19-4-02 alongwith Madan Vishwakarma, clerk of Ghanoodih Colliery under Bastacolla Area of BCCL. The office order was issued under the signature of the Project Officer of Ghanoodih Colliery. After three and half years, vide office dated

22-10-2005 he was directed to work as peon and Madan Vishwakarma was directed to work as Dak/Despatch Clerk. In view of the above the management illegally, arbitrarily and unjustifiably removed him from his permanent post of Despatch Clerk so much so suddenly violating Section 9A of I.L. Act, 1947. Thereafter an industrial dispute was raised before the A.L.C. (C) for conciliation but the same ended in failure and thereafter the present dispute has been referred to this Tribunal for adjudication.

It has been prayed that Hon'ble Tribunal be graciously pleased to render its Award in favour of the workman by holding that the demand of the concerned workman for regularising the concerned workman as letter Despatch Clerk w.e.f. 19-10-92 is justified.

3. Written statement has been filed by the management stating that the concerned workman was actually having his designation as Peon posted in Ghanoodih Colliery and was distributing the letters etc. and was attached with the Despatch Clerk. The concerned workman was not having any proper authorisation from the competent authority as per cadre scheme of the company. He was authorised for a few days on 19-4-2002 which was cancelled vide office order dated 29-9-2002. There is no such provision in the Cadre Scheme for regularisation of any one from other post. He is working as Peon and getting his salary as per job performed by him as per policy of the company.

It has been prayed before this Tribunal to pass an award holding that the demand of the union for regularisation of the concerned workman to the post of clerk is not just, fair and reasonable and he is not entitled to any relief.

4. Both the parties have filed their respective rejoinders admitting and denying the contents of some of the paragraphs of each of other's written statement.

5. The concerned workman has produced WW-1, Krishna Pado Bouri, who has proved Exts. W-1 to W-4. The workman has also produced MW-2, Sheo Shankar Yadav.

The management has produced MW-1, P.K. Mishra, who has proved documents Exts. M-1 to M-4.

6. Main argument advanced on behalf of the concerned workman that he should be regularised from 19-10-92 as Despatch Clerk because he is doing the work of Despatch Clerk.

7. In this respect the management argued that the concerned workman has been ordered as per Ext. M-1 dated 4-4-2002 to work with Despatch Clerk, Madan Vishwakarma to despatch letters.

Another argument advanced on behalf of the management that order dated 4-4-02 has been withdrawn by the management as per office order dated 30-9-2002.

There is no such provision in the cadre scheme for regularisation of any one from other post. He has done his original job. Only with the authorisation for few months to work with the Despatch Clerk, he cannot be regularised.

In this respect WW-1, concerned workman, has stated in cross-examination that my designation is at present as peon and I am drawing wages of Peon. It shows that the management is taking work from the concerned workman as Peon. His witness WW-2, Sheo Shankar Yadav, stated in cross-examination that the concerned workman in Ghanoodih colliery is posted since 2005 as P.F. Clerk. But no such office order has been filed by the concerned workman which may show that as per his evidence he is working as P.F. Clerk.

Another argument advanced on behalf of the concerned workman is that his name found place as per Ext. W-1, office order dated 19-4-2002. But in this order his designation has been mentioned as Peon. Moreover, this paper is not complete because withdrawal order dated 30-9-2002 has not been mentioned in above paper. As per letter No. G/PD/2007/1333 dated 21-2-2007 his name has been shown at Sl. No. 10 as "Adesh Pal" which is designation of peon. So, it shows that he was authorised by the management on 4-4-2002 to work with Madan Vishwakarma, Clerk, in letter despatch work. No specific order has been filed by the concerned workman that he is qualified to be promoted as Clerk. There is no promotion order of the concerned workman from peon to clerk.

8. In view of the discussions made above, I hold that the demand of BPCM from the management of Bastacolla Area of M/s. BCCL for regularising Sri Krishna Pado Bouri as Letter Despatch Clerk w.e.f. 19-10-1992 is not fair and justified and hence the concerned workman is not entitled to any relief.

This is my Award.

H.M. SINGH, Presiding Officer

नई दिल्ली, 14 जुलाई, 2010

का.आ. 1992.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मैसर्स बी.सी. सी.एल. के प्रबंधन के संबंधित नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय सं. 1, धनबाद के पंचाट (संदर्भ संख्या 164/1989) को प्रकाशित करती है, जो केन्द्रीय सरकार को 14-7-2010 को प्राप्त हुआ था।

[सं. एल- 20012/54/1989-आईआर(सी-1)]

रीता सिंह, अनुभाग अधिकारी

New Delhi, the 14th July, 2010

S.O. 1992.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby published the Award (Ref. No. 164/

1989) of the Central Government Industrial Tribunal-cum-Labour Court, -I, Dhanbad as shown in the annexure, in the industrial dispute between the employers in relation to the management of M/s. B.C.C.L. and their workmen, which was received by the Central Government on 14-7-2010.

[No. L-20012/54/1989-IR (C-I)]

RITA SINGH, Section Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1 AT DHANBAD

PRESENT

Shri H.M. SINGH, Presiding Officer.

In the matter of an Industrial Dispute under Section 10
(1) (d) of the I.D. Act., 1947.

Reference No. 164 of 1989

Parties : Employers in relation to the
management of Putki Colliery of
M/s. BCCL. and their workman.

APPEARANCES:

On behalf of the workman : None

On behalf of the employers : None

State : Jharkhand Industry : Coal

Dated, Dhanbad the 1st July, 2010

AWARD

The Govt. of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10 (1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-20012/54/89-IR-(Coal-I), dated the 15th November, 1989.

SCHEDULE

"Whether the action of the management of Putkee Colliery of M/s. Bhahrat Coking Coal Ltd. in dismissing Sri Samiran Guha, Clerk in Personnel Office, Putkee Colliery, Bahihari Area No.7 w.e.f. 19-4-1986 is justified? If not, to what relief is the workman entitled?"

2. The case of the workman as disclosed in his written statement is that the concerned workman Shri Samiran Guha was a permanent employees of Pootke Colliery since 6-1-1944. His age was declared by the medical board as 58 years on 26-4-84 and thus he was to be retired from service on 26-4-86 on superannuation.

3. Further case of the workman is that the concerned workman Shri Guha was served with a chargesheet No. 59/85 dated 10/12-9-85 by the Agent, Pootke Colliery alleging defalcation of Company fund to the tune of Rs. 10,586.18. It has been alleged on behalf of the workman that the employers were always biased and prejudiced

against the concerned workman and wanted to get rid of his services by hook or by crook and therefore they appointed an Enquiry Officer who was also biased and prejudiced against Shri Guha. In course of enquiry proceeding the Enquiry Officer was duly informed that Shri Guha, the concerned workman due to serious illness was unable to participate in the enquiry on 12-4-86 but the Enquiry Officer did not allow time but held the enquiry *ex parte* on the same date.

4. It has been further stated by the workman side that the management failed to establish beyond doubt in the enquiry that Shri Guha actually defalcated company fund or damaged and fund or property of the company. Moreover, the findings of the Enquiry Officer are the results of the total non-application of his independent mind and unclouded judgement and the same is perverse. The management dismissed the concerned workman before 7 days of his retirement but also did not act fairly. It has been alleged that the management dismissed the concerned workman illegally with a malafide intention. Accordingly it has been prayed on behalf of the concerned workman to pass an award in favour of the concerned workman directing the management to reinstate him with full back wages and other consequential benefits.

5. In the written statement filed on behalf of the management it has been stated by them that the present reference is not legally maintainable. They have further stated that the concerned workman received total amount of Rs. 2,33,660.92 on 22-8-1985 from the cashier Sri N.K. Biswas of Pootke Colliery for payment to 160 workmen towards their dues accruing to them as per their L.T.C. and L.L.T.C. Bills. The concerned workman deposited the bill sheets to the cashier on 28-8-1985 and refunded unpaid amount relating to the worker who was not paid his dues. The bill sheets deposited by the concerned workman indicated at all persons entitled to payment as per the bills except one had received the amounts after putting their individual signature/L.T.'s against their respective names. Subsequently complaints were made by the workers and union representatives that 13 workmen out of the list of 160 had not put their L.T.'s Signatures on their bills and they had not received their payments. On enquiry it transpired that the concerned workman forged the L.T.'s signature on the bill sheets in respect of 13 workers and misappropriated an amount of Rs. 10,586.18. Thus the concerned workman committed a serious misconduct of theft, fraud dishonesty in connection with employers business.

6. Thereafter the concerned workman was issued with a chargesheet dated 10/12-9-1985 along with statement of allegations and annexure. The concerned workman submitted his reply dated 7-10-1985 denying the allegation levelled against him. Shri A.K. Rao, Dy. Personnel Manager of Bhagaband Area No.7 was appointed as Enquiry Officer to enquire into the charge levelled against the concerned workman by the General Manager, Bhagaband Area No.7.

The enquiry commenced on 30-11-85 and closed on 12-4-86. The concerned workman and his co-workers attended the enquiry on the date fixed upto 28-2-1986 and subsequently did not attend the enquiry without any reason. Thereafter the Enquiry Officer held the enquiry *ex parte* on the subsequent dates. The Enquiry Officer submitted his enquiry report date 15-4-86 holding the concerned workman guilty of the misconducts levelled against him. On receipt of the enquiry report the Disciplinary Authorised dismissed the concerned workman from service. Accordingly it has been prayed on behalf of the management to pass an Award holding that the dismissal of the concerned workman as justified and that the concerned workman is not entitled to get any relief.

7. Both the parties have filed their respective rejoinders admitting and denying the contents of some of the paras of each other's Written Statement.

8. Before taking up the case for hearing on merit fairness and propriety of the domestic enquiry was heard as a preliminary issue in which documents on behalf of the management have been marked as Ext.M-1 to M-5. No oral evidence has been led on behalf of the management. On behalf of the workman one witness has been examined as WW-1 and documents marked on their behalf as Ext W-1 to W-2/1 and W-3. After hearing both sides this Tribunal held vide order dated 18-7-96 that the domestic enquiry conducted against the concerned workman was fair and proper. Thereafter the case was fixed for hearing on merit. But on the date fixed none of the parties turned up for hearing on merit of the case.

Now let me consider the case on the basis of the materials on record.

9. On persusal of the enquiry papers it appears that the charges levelled against the concerned workman have been proved. The concerned workman has committed fraud and dishonesty with the management business. No argument has been advanced on behalf of the concerned workman regarding quantum of punishment imposed upon him. I have considered the enquiry papers and I find that the management was justified in dismissing the concerned workman from service. Accordingly following Award is rendered:-

"The action of the management of Putkee Colliery of M/s. Bharat Coking Coal Ltd. in dismissing Sri Samiran Guha, Clerk in Personnel Office, Putkee Colliery, Bahihari Area No.7 w.e.f. 19-4-86 is justified. Consequently, the concerned workman is not entitled to get any relief."

H.M. SINGH, Presiding Officer

नई दिल्ली, 15 जुलाई, 2010

का.आ. 1993.- औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई.एस.आई.सी. एम पी. रीजन के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों

के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण श्रम न्यायलय जबलपुर के पंचाट (संदर्भ संख्या 49/89) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-7-2007 को प्राप्त हुआ था।

[सं. एल- 15012/6/87/पार्ट-आईआर(एम)]

कमल बाखरू, डेस्क अधिकारी

New Delhi, the 15th July, 2010

S.O. 1993.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 49/88) of the Central Government Industrial Tribunal/Labour Court, Jabalpur now as shown in the Annexure, in the industrial dispute between the employer in relation to the management of ESIC, MP Region and their workman, which was received by the Central Government on 13-07-2010.

[No. L-15012/6/87/Pt-IR (M)]

KAMAL BAKHRU, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

NO. CGIT/LC/R/49/89

PRESIDING OFFICER: SHRI MOHD. SHAKIR HASAN

Shri Sudhir Kumar
S/o Shri Kesharimal Jain,
16/2 Jail Road,
Indore

... Workman/Union

Versus

The Regional Director,
EST Corporation, M.P. Region,
Gokul Chambers,
Dr. Surju Prasad Marg,
Indore

... Management

AWARD

Passed on this 15th day of June, 2010

1. The Government of India, Ministry of Labour; vide its Notification No. L-15012/6/87 D-II (B), D.III(B) dated 2-3-1989 has referred the following dispute for adjudication by this Tribunal:—

“Whether the action of the management of Employees’ State Insurance Corporation, M.P. Region, Indore in terminating the services of Shri Sudhir Kumar, peon w.e.f. 2-6-86 is justified. If not, to what relief the workman is entitled?”

2. The case of the workman, in short, is that he was appointed on 18-11-83 for a period of three months by Employees State Insurance Corporation as a peon and was posted at the local office of Tansen Nagar, Gwalior. He was

terminated from the service w.e.f. 2-6-86 while he was posted at Kushalpur, Ujjain Office. His service was extended time to time on the post of peon by giving artificial break of two or more than two days. It is stated that he had continuously worked more than 240 days before the date of termination. He has not been given one month notice before retrenchment nor one month pay is paid. The retrenchment compensation is also not paid. As such the provision of Section 25-F of the Industrial Tribunal Act 1947 (in short I.D. Act 1947) is violated. The management is in need of the service of peon. It is submitted that the reference be answered in favour of the workman.

3. On the other hand, the management/non-applicant appeared and filed written statement. The case of the management, inter alia, is that the workman Mr. Sudhir Kumar Jain was appointed on adhoc basis on the post of peon as the regular peon was given adhoc promotion on the post of Lower Division Clerk (LDC). His appointment was for specific period and after the expiry of the period, his contract was not renewed after 2-6-86 and therefore his service was automatically came to an end. The Section 2(00)(bb) of the I.D. Act 1947 is applicable against him. It is stated that he has no legal right to claim retrenchment compensation. It is further stated that the workman was offered an alternative employment at the Local Office, Satna vide office order No. 331/86 dated 2-6-86 on the same day and was directed to report on duty on or before 12-6-86 but the workman represented on 4-6-86 to adjust him at Indore, Dewas, Ujjain, Sanawad or Nagda. His representation was disposed off on 5-6-86 as there was no vacant post of peon on those places and he was advised to report at Satna local office on or before 12-6-86 but he himself did not join there and therefore the order for offer of employment was cancelled vide order dated 30-6-86. Under the circumstances, he is not entitled to any relief.

4. On the basis of the pleadings of both the parties, the following issues are settled for adjudication-

I. Whether the action of the management in terminating the service of the workman w.e.f. 2-6-1986 is justified?

II. To what other relief the workman is entitled to?

5. Issue No.1

Both the parties have adduced evidence in the case. It is an admitted fact that the workman was appointed as a peon on adhoc basis on 18-11-93 and his service was terminated on 2-6-86. It is also an admitted fact that the management had offered an alternative job of the peon at the local office of the same establishment at Satna vide order dated 2-6-86. The said order is filed by the management which is marked as Exhibit M/15. The said order is also admitted by the workman. The said order shows that the management offered a job at the local office, Satna with a direction to join on or before 12-6-86. The

workman admittedly filed a representation on 4-6-86 praying therein to post him at Indore or nearby in view of family difficulties. The photocopy of this representation is filed by the management which is marked as Exhibit M/16. This document is also admitted by the workman. The workman Shri Sudhir Kumar Jain is examined in the case. He has also admitted in his evidence that on 2-6-86 his service was admittedly terminated. Thereafter on 3-6-86 an order dated 2-6-86 was served on him wherein he was directed to join at the local office, Satna on or before 12-6-86. He has stated that the order was not clear that for how many days he was being appointed at Satna and he met with the Deputy Area Director and asked to explain that for how many days he was being appointed. He has stated that he was informed by the Deputy Area Director that it is not possible to say the period of appointment. These plea are not taken in the statement of claim by the workman nor any document is filed to support this fact. The representation dated 4-6-86 filed by the workman before the management which is marked as Exhibit M/16 also does not disclose that the workman had taken such plea with the management. The workman has admitted in his evidence that he did not join at Satna on the post which was offered to him. The management thereafter cancelled his earlier order vide order dated 30-6-86 which is marked as Exhibit M-18. This order is also admitted by the workman. Thus it is clear that after retrenchment he was offered with alternative employment at Satna.

6. The learned counsel for the management has urged that the workman was not entitled to any compensation under the provision of Section 25-E of the I.D. Act, 1947 as he himself refused to accept the alternative employment. Moreover his earlier employment was admittedly adhoc and purely temporary. However the management offered him alternative employment but he had himself voluntarily refused to accept and did not join within the specified date. As such he is not entitled to be reinstated nor is entitled to receive any compensation. I find that there is force in the argument of the management and Section 25-E of I.D. Act, 1947 is applicable in the case.

7. The learned counsel for the workman has referred the award dated 15-1-99 passed in reference Case No. CGIT/LC/R/33/89 and award dated 26-3-99 passed in reference case No. CGIT/LC/R/19/89 of this Tribunal. On perusal of the said awards, it is clear that the case of this reference is on different footing. In those references, the alternative employment was not offered to the workman whereas in this reference the alternative employment was offered after terminating him from earlier employment. Thus it is evident that those awards are not applicable in this case.

8. On the other hand, the management has also examined one witness in the case. Shri J.S. Ahirwal Deputy Director' (Administration) Area Office is the management witness. He has admitted that the workman was appointed

as a peon on 18-11-83 in short term vacancy on adhoc basis. Adhoc appointment was always for three months. The terms of appointment was that it can be terminated at any time without notice. His service was extended for three -three months. He has stated that he was appointed in view of vacancy created on adhoc promotion of permanent peon but the said peon did not pass the examination and as such he was reverted back to his original post. His appointment was therefore terminated w.e.f. 2-6-86 but he was offered the vacant post of Satna vide order No. 331/86 dated 2-6-86 which is marked as Exhibit M/15 with a direction to join till 12-6-86. He has supported the admitted fact that the workman filed representation on 4-6-86 (Exhibit M/16) to change his place of posting but no post was vacant on those places. His representation was disposed off on 5-6-86 which is marked as M/17. The said letter shows that there was no vacant post on those places and the vacant post was available at Satna office only. He was directed to join by 12-6-86 but he did not join on the post offered to him. This clearly shows that the workman was defaulter and as such his claim for reinstatement and for payment of retrenchment compensation are not tenable. He has stated that the said offer of employment was lastly cancelled on 30-6-86. The said letter is marked as Exhibit M/18. Thus it is clear from the evidence of the management that the workman is not entitled to reinstatement. This issue is accordingly decided against the workman and in favour of the management.

9. Issue No. II

On the basis of discussion made above, it is clear that the workman is not entitled to any relief, as he himself had refused to accept the offer of alternative employment after retrenchment from the earlier employment where there was no exigency of work on account of reversion of the original peon. This issue is also decided against the workman. Accordingly the reference is answered.

10. In the result, the award is passed without any order to costs.

11. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

MOHD. SHAKIR HASAN, Presiding Officer

नई दिल्ली, 21 जुलाई, 2010

का.आ. 1994. - औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एल एंड टी के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय बेंगलूर के पंचाट (संदर्भ संख्या 32/2009) को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-7-2010 को प्राप्त हुआ था।

[सं. एल- 29011/1/2009-आईआर(एम)]

कमल वाखरू, डेस्क अधिकारी

New Delhi, the 21st July, 2010

S.O. 1994.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 32/2009) of the Central Government Industrial Tribunal/Labour Court, Bangalore now as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Larsen & Toubro Ltd. and their workman, which was received by the Central Government on 20-07-2010.

[No. L-29011/1/2009-IR (M)]

KAMAL BAKHRU, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
“SHRAM SADAN”, III MAIN, III CROSS, II PHASE,
TUMKUR ROAD, YESHWANTHPUR,
BANGALORE-560022**

Dated: 1st July 2010

PRESENT

**Shri S.N. Navalgund
Presiding Officer**

C.R. No. 32/2009

IPARTY

The President,
Bangalore East Industrial
Workers Union,
CITU Office, Behind Tin Factory,
Udayanagar, Doorvaninagar {pst,
Bangalore

II PARTY

The Regional Quarry
Manager,
Larsen & Toubro Ltd.,
ECC Division, Near
Shivananda Circle,
Kumarakrupa Road,
Bangalore

AWARD

1. The Central Government by exercising the powers conferred by clause (d) of sub-section (1) and sub-section 2A of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) has referred this dispute vide order No. L-29011/1/2009-IR(M) dated 29th June 2009 for adjudication on the following Schedule:

SCHEDULE

“Whether the action of the management of Larsen & Toubro Limited, ECC Division, Soolivara Quarry, Chicknahalli Post, Bangalore, Karnataka in suspending/closing the quarry operations w.e.f. 01-09-2008 is legal and justified? What relief the workmen are entitled to?”

2. After registering the reference, notices were issued to both the parties to appear and proceed with the matter. Pursuant to the service of notice, the Second Party Management addressed a letter to this tribunal

communicating that the dispute raised by the Bangalore East Industrial Workers Union against them have been amicably settled and that labourers have withdrawn their membership from the said union and a settlement has been entered into between them/management and the labourers on 03-04-2009 and in view of the said settlement the disputes before the Conciliation Officer have also been withdrawn, along with a copy of the said settlement. Since inspite of service of notice, there was no representation on behalf of the first party, once again along with the copy of the letter received from the second party, notice was issued to the first party to make their submission regarding the settlement reported by the Second Party/Management to the dispute.

But inspite of the service of notice and copy of settlement report through registered post, the first party neither appeared nor submitted any response. Under the circumstances taking that the first party agrees with the report submitted by the second party regarding settlement, the proceedings came to be closed. In view of the report submitted by the Second Party regarding settlement between them/management and the first party workmen and no response from the first party inspite of due service of notice calling upon them to make their submission towards the alleged settlement, it has to be taken that they have abandoned (first party) the dispute under reference by way of settlement with Second Party. Hence the reference is liable to be rejected. In the result, I pass the following Award:

AWARD

The reference is rejected in view of the settlement between the parties outside the tribunal. No costs.

(Dictated to P A transcribed by her corrected and signed by me on 1st July 2010).

S.N. NAVALGUND, Presiding Officer

नई दिल्ली, 21 जुलाई, 2010

का.आ. 1995.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार तुंगभद्रा मिनरल लिमिटेड के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय बंगलूर, के पंचाट (संदर्भ संख्या 47/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-7-2010 को प्राप्त हुआ था।

[सं. एल- 29011/21/2000-आईआर(एम)]

कमल बाखरू, डेस्क अधिकारी

New Delhi, the 21st July, 2010

S.O. 1995.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 47/2000) of the Central Government Industrial Tribunal/Labour

Court, Bangalore now as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Tungbhadra Minerals Ltd. and their workman, which was received by the Central Government on 20-07-2010.

[No. L-29011/21/2000-IR (M)]
KAMAL BAKHRU, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
"SHRAM SADAN", III MAIN, III CROSS, II PHASE,
TUMKUR ROAD, YESHWANTHPUR,
BANGALORE-560022**

Dated: 29th June, 2010

PRESENT

Shri S.N. NAVALGUND, Presiding Officer

C.R. No. 47/2000

I PARTY

1. Shri Poojari
Hanumanthappa Post
Lingadahalli Vill. Sandur,
TQ-Bellary.
Bellary
2. Shri A.R. Ismail,
General Secretary, AITUC,
No. 368, III Cross,
Ramanjineyanagar, Bellary

II PARTY

The General Manager, M/s.
Tungbhadra Minerals
Ltd., Viswa Complex, JM
Building, Station Road,
Hospet P.O. Bellary.

AWARD

1. The Central Government by exercising the powers conferred by claused (d) of sub-section (1) and sub-section 2A of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) has referred this dispute vide order No. L-29011/21/2000-IR(M) dated 23-06-2000 for adjudication on the following Schedule:

SCHEDULE

"Whether the action of Shri Poojari Hanumanthappa, Contractor and the management of M/s. Tungbhadra Minerals Ltd. are justified in not paying compensation under Sec.25FFF of ID Act 1947. If not what relief the contract workmen are entitled to?"

2. After receiving the Claim Statement of the first party and the Counter Statement of the Second Party and both sides leading their evidence, when the matter was at the stage of arguments, on 18-06-2010, the learned counsel appearing for the Second Party filed Joint Memo of Settlement signed by both the parties and their respective advocates. Wherein, the twenty workmen of the first party admitting that there is no employee and employer relationship between them and the second party and that they give up their claim each receiving an amount of

Rs.20,000 by way of Demand Draft. Since on 18-06-2010, the date on which the second party counsel filed a joint memo of settlement, the representative or the advocate of the first party was not present, it was posted to 29-06-2010 to hear them regarding the settlement. Today the learned counsel appearing for the first party appeared and submitted that in view of the settlement memo filed on 18-06-2010, the matter may be disposed off and thus he confirmed the settlement terms and requested to close the enquiry. In view of the above circumstances, the reference is liable to be rejected as settled out of court. In the result I pass the following Award:

AWARD

The reference is rejected in view of the settlement between the parties outside the tribunal. No costs.

(Dictated to PA transcribed by her corrected and signed by me on 29-06-2010).

S.N. NAVALGUND, Presiding Officer

नई दिल्ली, 21 जुलाई, 2010

का.आ. 1996.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार आयल एवं नेचुरल गैस कॉर्पोरेशन लिमिटेड के प्रबंधन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय अहमदाबाद के पंचाट (संदर्भ संख्या 01/2009) को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-7-2010 को प्राप्त हुआ था।

[सं. एल- 30011/30/2008-आईआर(एम)]

कमल बाखरू, डेस्क अधिकारी

New Delhi, the 21st July, 2010

S.O. 1996.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 01/2009) of the Central Government Industrial Tribunal/Labour Court, Ahmedabad now as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Oil & Natural Gas Corporation Ltd. and their workman, which was received by the Central Government on 20-07-2010.

[No. L-30011/30/2008-IR (M)]

KAMAL BAKHRU, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT AT
AHMEDABAD**

PRESENT

BINAY KUMAR SINHA, Presiding Officer, Ahmedabad

Reference (C.G.I.T.A) No. 01/2009

1. Executive Director,
ONGC Ltd., Ahmedabad Asset,
6th Floor, Avani Bhavan, Chandkheda,
Ahmedabad

2. The Director (HR)
ONGC Limited,
124 Jeevan Bharti Tower-II
9th Floor, Connaught Place,
New Delhi-110001

First Party

Their Workman

General Secretary,
ONGC Electrical & Employees Staff Asso,
C-191, Rehashwari, Society, IOC,
Tragad Road, Digvijay Nagar,
Ahmedabad-70

Second Party

APPEARANCES:

For the Employer : Shri P.F. Javeri,
Advocates.

For the Workman : Present
Representative

Ahmedabad dated, 14th July, 2010

AWARD

1. The Government of India, Ministry of Labour and Employment by its Order No. L-30011/30/2008-IR (M) dated 29-01-2009 in exercising of the powers conferred by clausd (d) of sub-section (1) and sub-section 2A of Section 10 of the Industrial Disputes Act, 1947 have referred the following dispute to this Tribunal for adjudication:

“Whether the action of management of ONGC Ltd., Ahmedabad in not providing electrical Safety shoes/ rubber shoes without steel toe to the electrical staff (persons working on electric supply line or apparatus) in view of clarification given by DGMS.Dhanbad vide letter No. DDG(Elect.)/EHQ dated 5-11-2007 is proper and justified? What directions are necessary in the matter?”

3. The parties were issues a notice to file statement of claim by this tribunal on 19-02-2010, which were not filed by the parties. The second party has submitted an authority to represent the second party. By Ex. 5 the second party submitted an application to withdraw the reference and it was stated that second party is satisfied and he does not want to adjudicate the matter and prayed to allow the second party to withdraw the matter.

3. Looking to the facts of Ex. 5 this Tribunal has allowed to withdraw the reference. Hence I hereby passed the following the order:

ORDER

Application Ex. 5 is hereby allowed. The second party is allowed to withdraw the reference. The reference is hereby disposed off.

No order as to cost.

B.K. SINHA, Presiding Officer

Date: 14-07-2010
Court Ahmedabad.

नई दिल्ली, 14 जुलाई, 2010

का. आ. 1997.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एवं दूरदर्शन केन्द्र के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नं. 1, धनबाद के पंचाट (संदर्भ संख्या 44/3 और 54/03) को प्रकशित करती है, जो केन्द्रीय सरकार को 14-7-2010 को प्राप्त हुआ था।

[सं. एल-42012/292/2002-आई आर(सी-II)]

[सं. एल-42012/211/2002-आई आर(सी-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 14th July, 2010

S.O. 1997.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 44/03 & 54/03) of the Central Government Industrial Tribunal-cum-Labour Court, No. 1, Dhanbad as shown in the annexure in the industrial dispute between the employers in relation to the management of Doordarshan Kendra and their workmen, which was received by the Central Government on 14-7-2010.

[No. L-42012/292/2002-IR (C-II)]

[No. L-42012/211/2002-IR (C-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. 1, AT DHANBAD**

Present : Shri H. M. SINGH, Presiding Officer.

In the matter of an Industrial Dispute under Section 10(1)(d) of the I.D. Act, 1947.

REFERENCE No. 44 of 2003

Parties : Employers in relation to the management of Doordarshan Kendra Ranchi and their workman.
(Ministry's Order No. L-42012/292/2002-IR (CM-II) dated, the 12th May, 2003.)

REFERENCE No. 54 of 2003

Parties : Employers in relation to the management of Doordarshan Kendra Ranchi and their workman.
(Ministry's Order No. L-42012/211/2002-IR (CM-II) dated the 24th June, 2003)

APPEARANCES:

On behalf of the workman : Mr.D.Prasad, Authorised Representative.

On behalf of the employers : Shri P. K. Dutta, & Shri B. K. Sinha Authorised Representative.

State : Jharkhand

Industry : Doordarshan.

Dhanbad, the 5th July, 2010

AWARD

Since the above Reference Cases are of identical nature on the prayer of both sides, they have been amalgamated and an Award is passed which will govern both the Reference Cases.

The Govt. of India Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act., 1947 has referred the above mentioned Reference Cases before this Tribunal for adjudication with the following schedules vide their Order referred to above.

The Schedule in Reference No. 44 of 2003.

"Whether the action of the management of Doordarshan Kendra, Ranchi in terminating the services of Sh. Dukhu Pradhan, Casual Labour instead of regularizing his services is legal and justified? If not, to what relief he is entitled?"

The Schedule in Reference No. 54 of 2003.

"Whether the action of the management of Doordarshan Kendra, Ranchi in terminating the services of Sh. Raghunath Pradhan, Casual Labour w.e.f. 19-6-1999 instead of regularizing his services is legal and justified? If not, to what relief he is entitled?"

3. The case of the workman in Reference No. 44 of 2003 as disclosed in his Written Statement in that the concerned workman Shri Dukhu Pradhan concerned workman was working as Casual Labour in Doordarshan Kendra Ranchi since 1988 and was engaged in perennial nature of job. He was discharging his work sincerely at all the times with entire satisfaction of his superiors till 30-8-91. The concerned workman was deployed and doing permanent nature of job like other regular workers. After rendering more than 3 years continuous sincere services, he made representation for payment of wages like regular worker under the concept of "equal wage for equal work" and requested the management for his regularisation but nothing could be done in the matter.

4. It has been further stated in the Written Statement that at that time other sets of workmen also working with him as Casual Labour and were doing same nature of work who were paid more wages and have been regularised on the basis of the Award of this Industrial Tribunal. While the concerned workman represented his case before the then management in the year 1991 and demanded payment of wages at par with his other colleagues, he became eyesore of the then management and was asked to not raise any grievance or dispute otherwise he would be put in trouble. However, he ignoring the advice filed a complaint to the higher authority in the matter of his regularisation. Thereafter, the then management of Doordarshan Kendra, Ranchi terminated the services of the concerned workman

saying he should not come duty from 1-9-1991. Therefore, the said action of the management amounts to retrenchment under the meaning of 2(oo) of the Industrial Disputes Act, 1947.

5. It has been further stated by the concerned workman that he was neither issued any notice to this effect nor paid wages for notice period and compensation on his retrenchment/termination. The concerned workman finding no other alternative filed a Writ Petition before the Hon'ble High Court, Patna, Ranchi Bench against the said illegal, arbitrary order of the management. The Hon'ble High Court after hearing the case was pleased to pass the direction to the concerned workman to make the representation before the concerned Authority vide Order dated 6-7-2000. In the light of the direction of the Hon'ble High Court the concerned workman represented through his application dated 4-8-2000 to the Director General, Prasar Bharti, Doordarshan Bhavan, Mandi House New Delhi with a copy to Director Doordarshan Kendra, Ranchi another concerns. The management of Ranchi Doordarshan Kendra sent reply vide letter No. RAN/DDK/1(2)/2000-s/4137 dated 24-11-2000 envisaging therein that the concerned workman has not completed 240 days and that he had worked on daily wages basis from May, 1990 to August, 1991 not exceeding 10 days in a month. It has been alleged by the concerned workman that the said reply of the management is not correct and it is false and fabricated. The concerned workman has already worked much more than 240 days during the tenure of his employment on daily wages basis as Casual Labour from 1988 to 1991. The contention of the management of Ranchi Doordarshan Kendra that the concerned worked in the Kendra on job contract daily wages basis for few days back during May, 1990 to August, 1991 is misleading and not based on facts. The then Administrative Officer of D. D. Kendra Ranchi has also submitted a list of casual labourers deployed on daily wages basis under Group-D category vide his letter No. RAN/DDK/9(2)/91-s/2017 dated 10-1-91 to the Ministry. In this list the name of the concerned workman appears at Sl. No. 18. It has been asserted by the concerned workman that almost all the workmen (casual workers) listed in the year 1991 under letter No. 2017 dated 10-1-91 have been absorbed and got regularised leaving aside the concerned workman.

6. It has been further stated on behalf of the concerned workman that the Government has issued a circular to regularise the services of Casual workers who has completed for 200 days. But unfortunately the concerned workman has not been regularised. Thereafter the concerned workman raised an industrial dispute before the Asstt. Labour Commissioner (Central), Ranchi which ultimately resulted reference to this Tribunal for adjudication. Accordingly it has been prayed on behalf of the concerned workman to pass an Award holding that the workman is entitled to be regularised in his services with retrospective effect with all consequential benefits.

6A. On the behalf of the management Written Statement has been filed in which it has been stated by them that the concerned workman Dukhu Pradhan was engaged only for few days on daily wages basis from May, 1990 to August, 1991 not exceeding 10 days in a month. He was engaged on daily wage basis and was being paid as per rates (Unskilled labour) approved by the State Government. Therefore, the question of equal pay for equal work does not arise. So far the regularisation of service is concerned the concerned workman does not fulfil the criteria as per existing rules.

7. With regard to the regularisation of other workmen it has been stated by the management that after fulfilling the criteria of the existing rules the workmen have filed case for their regularisation before CGIT, Dhanbad. As per award passed by the Hon'ble Tribunal in 1991 and upheld by the Apex Court they have been regularised. The Management have denied the allegation of misbehaviour made to the concerned workman.

8. It has been further stated by the management that the concerned workman was booked on the basis of actual requirements as and when required. After completion of the particular requirements the booking of the concerned workman was stopped. Therefore, there is no question of retrenchment under Section 2(oo) of I.D. Act, 1947.

9. It has been stated by the management that the concerned workman was only engaged on casual basis as and when required, therefore, there was no requirement for giving any show cause notice and the engagement was only on the basis of as and when required. The concerned workman has never worked 240 days in continuous service in a calendar year and worked on job contract basis for few days long back during May, 1990 to August, 1991 (not exceeding 10 days in a month). With regard to the regularisation of other workmen of list in the year 1991 management have clarified that the only those workers who have worked 240 days or more in continuously in a calendar year they have been regularised as per Award passed in favour of the concerned workmen as per Award of CGIT, Dhanbad and upheld by the Apex Court. The name of the concerned workman does not find in that particular place. Accordingly it has been prayed on behalf of the management to pass an Award rejecting the claim of the concerned workman.

10. Both the parties have filed their respective rejoinders admitting and denying the contents of some of the paras of each other's Written Statement.

11. In the Written Statement filed on behalf of the concerned workman Raghunath Pradhan in Reference No. 54 of 2003 it has been stated that he was working as Casual Labour in Doordarshan Kendra Ranchi since 1-1-1986 in perennial nature of job sincerely with entire satisfaction of his Superior till 19-6-99.

12. It has been further stated that the services of the concerned workman has been terminated w.e.f. 19-6-1999 as per verbal order of then Director of Doordarshan Kendra, Ranchi without assigning any valid reasons. He was not paid wages on the concept of equal pay for equal work. He worked for more than 11 years on daily wages in Group 'D' as Casual Labour and thus he has become entitled for regularisation of services as well as for payment of wage like other permanent workers with retrospective effect. It has been further stated by the concerned workman that management have taken the work of Transmission helper and the work of sweeping and safety work from the concerned workman. A certificate to this effect was issued by the Station Engineer on 18-3-1997 certifying therein that the workman has been working as Casual Helper in Group 'D' since 1988. The workman has stated that Shri Karia Munda, M.P. has also recommended to the Board Casting Minister for regularisation of the workman concerned who has worked for more than 11 years in Door Darshan Kendra. However, the management instead of considering the case of regularisation of the concerned workman terminated his service by saying that his services was no more required, which is arbitrary unjust, improper and also colourful exercise of power and violation of Section 25F of the I.D. Act, 1947. Prior to this on 7-1-1991 the Director General, Door Darshan Kendra, New Delhi had taken up the cases of the workman for regularisation of the services who were deployed as Group 'D' in D.D. Kendra, Ranchi. The management of Door Darshan Kendra had furnished the name of daily wages casual labour who has rendered/completed more than 240 days services in the Door Darshan Kendra, till 1-3-1990 vide letter No. RAN/DDK/9(2)/91-S-2017 dated 10-1-1991. According to the W.S. of the concerned workman his name was incorporated at Sl. No. 18. But the then Administrative Officer D.D. Kendra, Ranchi has mischievously had shown date of deployment of the concerned workman from February, 1990 and number of days he has worked only 19 instead of date of deployment since 1986 and number of days worked over 600 days till 1-3-1990.

13. It has been further stated that the concerned workman has been representing his case before the management by making applications right from 1991 to 1999. But the management could not resolve/settle his grievance. Thereafter the concerned workman filed a Writ Petition before the Hon'ble High Court, Patna, Ranch Bench, which was registered as CWJC. 1905/2000(R). Thereafter the Hon'ble High Court was pleaded to pass the order/direction to the petitioner on 6-7-2000 to submit application before the Authority of the Department for consideration of regularisation of services. As per direction of the Hon'ble High Court the concerned workman represented the matter before the Director General of Door Darshan Kendra, Door Darshan Bhawan, Mandi House, New Delhi on 3-8-2000.

labourers have been ordered to be regularised by the Tribunal but this statement shows that they have worked more than 240 days in a calendar year. So order has been reversed. The concerned workman also referred to a decision reported in I.L.J. page 110 Hon'ble High Court, Allahabad laid down the following ---

"I.P. Industrial Disputes Act, 1947 - Section 2(oo) ---

Daily wage workman terminated from service casually. Termination found to be retrenchment and Industrial Labour Court directing consequential order of reinstatement its statement should follow ---

The concerned workman also referred to an award decision reported in I.L.J. 1990 page 577 in which Hon'ble Allahabad Pradesh High Court laid down the following ---

"I.P. Industrial Disputes Act, 1947 - Section 2(oo) Clause 2(bb) - Retrenchment-Discontinuance of casual labour on daily wages-Such casual labour will not come within first part of clause 2(bb) of Section 2(oo). Discontinuance of such casual labour is retrenchment under Section 2(oo)."

The concerned workman also referred to a decision reported in I.L.J. 1990 page 70 in which Hon'ble Supreme Court laid down the following ---

"Industrial Disputes Act, 1947 - Section 2(oo) Retrenchment - Scope and connotation of the expression 'Retrenchment' - The expression 'Retrenchment' means termination of the services of the workman for any reason whatsoever, other than those expressly excluded by the definition in Sec 2(oo) of the Act-The expression 'retrenchment' does not mean only termination by the employer of the services of surplus labour for any reason-whatsoever-The expression 'retrenchment' is not to be understood in its narrow, natural and contextual meaning but is to be understood in its wider literal meaning to mean termination of service of workman for any reason whatsoever."

In this respect the statement of the concerned workman is very much material. WW-1 Dukhu Pradhan stated in cross-examination at page 2 "My name was included from Employment Exchange with 15 persons. The nature of my work was casual. We were engaged 3 days a week 10 days each in each month." WW-2 Raghunath Pradhan also stated in cross-examination "My name was included through Employment Exchange. The nature of my work was casual. It shows from the evidence of the concerned workman that they worked about 10 days in a month as per (X) M-1 to M-12. They have not worked for more than 10 days in a month. There is no document filed by the management or workmen to show that the concerned workman have completed 240 days in a calendar year. Therefore, their demand for regularisation is not justified. Accordingly the following Award is rendered :-

Reference No. 44 of 2003

"The action of the management of Doordarshan Kendra, Ranchi in terminating the services of Sh. Dukhu Pradhan, Casual Labour instead of regularizing his services is legal and justified. Consequently, the concerned workman is not entitled to get any relief."

Reference No. 54 of 2003

"The action of the management of Doordarshan Kendra, Ranchi in terminating the services of Sh. Raghunath Pradhan, Casual Labour w.e.f. 19-6-1999 instead of regularizing his services is legal and justified. Consequently, the concerned workman is not entitled to get any relief"

H.M. SINGH, Presiding Officer

ई दिल्ली, 14 जुलाई, 2010

क्रा. आ. 1998.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसूचन में, केन्द्रीय सरकार एस. ई. सी. एन. के अध्यक्ष के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुसूचन में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचट (संदर्भ संख्या 127/03) को प्रकाशित करती है, जो केन्द्रीय सरकार को 14-7-2010 को प्राप्त हुआ था।

[सं. एल-22012/374/2001 -आई आर(सीएम-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 14th July, 2010

S.O. 1998. - In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 127/03) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur now as shown in the Annexure, in the industrial dispute between the management of South Eastern Coalfields Limited and their workmen, which was received by the Central Government on 14-7-2010.

[No. L-22012/374/2002-IR (CM-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
JABALPUR

NO. CGT/C/ET/27/03

Presiding Officer: Shri Mohd. Shakir Hasan

Shri Deepak Jain-val,

General Secretary (Central),

Rashtriya Koyla Khardan Mazdoor Sangh (INTUC),

R/o North Jharkhand Colliery.

Distt. Korea,
Korea, Chhattisgarh

Workman/Union

Versus

The Chairman-Cum-Managing Director,
South Eastern Coalfields Limited,
Headquarters, Seepat Road,
Bilaspur

Management

AWARD

Passed on this 6th day of July, 2010

1. The Government of India Ministry of Labour vide its Notification No. L-22012/374/2002-IR (CM-II) dated 11-7-03 has referred the following dispute for adjudication by this tribunal :—

“Whether the demand of the Union for Pay Protection of the Loaders/Loaders-cum-Dressers as provided in the NCWA-VI, is justified? If so, to what relief the workman are entitled?”

2. The Union appears to have appeared in the reference on 5-12-2006 but did not file statement of claim in spite of sufficient time granted to the Union/Workman till 8-2-2010. Lastly the reference proceeded ex parte against the Union/Workman.

3. The management/non-applicant also appeared in the reference from the very initial stage of the proceeding. Lastly the management filed an application dated 14-6-2010 stating therein that the Union has not filed his statement of claim and therefore the management does not desire to file any written statement. It is submitted that when no dispute is raised by the Union/Workman by filing their statement of claim, the no dispute award be passed. The burden is on the Union/Workman to raise dispute and to prove the same by evidence. Since there is no such claim on behalf of the Union/Workman, it appears that no dispute now exists between the parties.

4. In the results, no dispute award is passed without any order to costs.

5. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

MOHD. SHAKIR HASAN, Presiding Officer

नई दिल्ली, 14 जुलाई, 2010

का. आ. 1999.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केंद्रीय सरकार एवं एस. ई. सी. एल.के. प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केंद्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या 155/98) को प्रकाशित करती है, जो केंद्रीय सरकार को 14-7-2010 को प्राप्त हुआ था।

[सं. एल-22012/74/1997-आई आर(सी-II)]
अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 14th July, 2010

S.O. 1999.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 155/98) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of South Eastern Coalfields Limited and their workmen, which was received by the Central Government on 14-7-2010.

[No. L-22012/74/1997-IR (C-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
JABALPUR**

No. CGIT/LCR/155/98

Presiding Officer : Shri Mohd. Shakir Hasan

The Secretary,
Madhya Pradesh Koyla Shramik Sangh (CITU),
Post West Chirimiri Colliery,
Distt. Surguja (MP)

Workman/Union

Versus

General Manager,
SECL, Chirimiri Area,
Post Chirimiri,
Distt. Surguja (M.P.)

Management

AWARD

Passed on this 10th day of May, 2010

1. The Government of India Ministry of Labour vide its Notification No. L-22012/74/1997-IR (C-II) dated 21-7-98 has referred the following dispute for adjudication by this tribunal :—

“Whether the demand of the M.P. Koyla Shramik Sangh, Chirimiri Colliery, Distt. Surguja for promoting Shri Sheikh Shahidulla to the post of Store Keeper w.e.f. 1-4-87 instead of 26-3-91 and also promoting him to purchase Inspector is legal and justified? If so, to what relief is the workman entitled and from which date?”

2. The Union/Workman appeared in the case by filing an application dated 7-11-2005 but thereafter the workman never appeared in Court not filed statement of claim. Lastly the reference proceeded ex parte against him on 16-4-2009.

3. The case of the management in short is that the workman was initially appointed as Category No. 1 General Mazdoor on 25-9-1980. Thereafter he was selected to clerical cadre and was promoted to the post of clerical Grade II from 21-11-83. Again he was promoted to the post of Store Keeper Grade "C" from 3-4-1991 and after completion of eight years, he was upgraded in the same capacity on 1-1-2000. It is stated that there were number of workers senior to him but none was promoted to Senior Store Keeper Grade-B. The ministerial staffs of Store Personnel Cadre are governed by their Cadre Scheme on the basis of NCW A based on recommendations of Departmental Promotion Committee. The DPC recommended the name of the workman for promotion to the post of Senior Store Keeper Grade 'Special' (T & S) Grade B and accordingly he was promoted in the said Grade B vide office order dated 11-9-06. The workman is not entitled to be promoted to the Purchase Inspector as it was not related to his cadre scheme. The workman is, thus, not entitled to any relief.

4. The point of issue is as to whether the workman is entitled to get promotion to the post as has been claimed by him ?

5. To prove the case, the management has adduced oral and documentary evidence. Management witness Shri A.P. Singh has stated in his evidence that the service conditions of the workers are governed by NCWA Cadre Scheme and each category of workers is given promotion on recommendations of DPC. He has stated that the workman was of the cadre scheme for ministerial staff store Personnel cadre. The cadre scheme is filed which is marked as Exhibit M/1. Exhibit M/1 shows that in the said cadre scheme, last post is Chief Store Keeper. There is no post of Purchase Inspector in the cadre Scheme of Store Personnel Cadre. This shows that he is not entitled to get promotion to the post of Purchase Inspector. He has also proved the seniority list which is marked as Exhibit M/3. This shows that there are other workers as well who are senior to him and they are also in the same cadre and are promoted on the same date. This shows that the promotions given to this workman time to time are justified. On the basis of the evidence on the record and discussion made above, it is clear that the management is justified and the workman is not entitled as has been claimed by him. Accordingly the reference is answered in favour of the management.

6. In the result, the award is passed without any order to costs.

7. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

MOHD. SHAKIR HASAN, Presiding Officer

नई दिल्ली, 14 जुलाई, 2010

का. आ. 2000.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एवं एस. ई. सी.

एल.के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या 110/04) को प्रकाशित करती है, जो केन्द्रीय सरकार को 14-7-2010 को प्राप्त हुआ था।

[सं. एल-22012/157/2002-आई आर(सीएम-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 14th July, 2010

S.O. 2000.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 110/04) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure, in the industrial dispute between the management of South Eastern Coalfields Limited and their workmen, which was received by the Central Government on 14-7-2010.

[No. L-22012/157/2002-IR(CM-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
JABALPUR

No. CGIT/LC/R/110/04

Presiding Officer : Shri Mohd. Shakir Hasan

The Working President,
Rashtriya Colliery Workers Federation,
P. O. South Jharkhand,
Korea (Chhattisgarh)

Workman/Union

Versus

The Chief General Manager,
South Eastern Coalfields Limited,
Hasdeo Area,
P. O. South Jharkhand,
Korea (Chhattisgarh)

Management

AWARD

Passed on this 5th day of July, 2010

1. The Government of India Ministry of Labour vide its Notification No. L-22012/157/2002-IR (CM-II) dated 28-10-04 has referred the following dispute for adjudication by this Tribunal :—

“Whether the contract awarded by the management of SECL for supply of drinking water is sham and camouflage ? If so, the demand of Rashtriya Colliery Workers Federation for regularization of Shri Ram Prakash S/o Shri Ayodhya and 16 others is justified and if so, to what benefits they are entitled ?”

2. The Union appears to have appeared in the reference on 15-12-2005. Thereafter the Union only sought time for filing statement of claim. It appears that sufficient time was allowed to file statement of claim. Lastly the right to file statement of claim was closed on 8-2-2010.

3. The management also appeared in the reference on 23-2-2005. Lastly the management filed an application dated 14-6-2010 that there is no claim of the Union/Workman in the reference by filing their statement of claim and, therefore, it is evident that no dispute exists between the parties. It is stated that under the circumstances, the management does not desire to file Written Statement in the case. It is submitted that no dispute award be passed.

4. In the result, no dispute award is passed without any order to costs.

5. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

MOHD. SHAKIR HASAN, Presiding Officer

नई दिल्ली, 14 जुलाई, 2010

का. आ. 2001.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एवं एस. ई. सी. एल. के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जबलपुर के पंचाट (संदर्भ संख्या 21/91) को प्रकाशित करती है, जो केन्द्रीय सरकार को 14-7-2010 को प्राप्त हुआ था।

[सं. एल-22012/288/1990-आई आर(सी-II)]
अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 14th July, 2010

S.O. 2001.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 21/91) of the Central Government Industrial Tribunal-cum-Labour Court, Jabalpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of SECL and their workmen, which was received by the Central Government on 14-7-2010.

[No. L-22012/288/1990-IR (C-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

No. CGIT/LC/R/21/91

Presiding Officer: SHRI MOHD. SHAKIR HASAN

The General Secretary,
National Colliery Workers Federation,
Post South Jhagrakhand Colliery,
Distt. Surguja (MP)

Workman

Versus

Dy. General Manager,
SAM West Jhagrakhand Sub Area,
Post West Jhagrakhand Colliery,
Distt. Surguja (MP)

Management

AWARD

Passed on this 2nd day of July, 2010

1. The Government of India Ministry of Labour, its Notification No. L-22012/288 90-IR (C-II) dated 11-2-91 has referred the following dispute for adjudication by this Tribunal:

"Whether the action of the management of SAM Manager, West Jhagrakhand Sub Area in dismissing from services of their workman Shri Mahendra Kumar Singh, Overman is justified? If not, to what relief the workman is entitled?"

2. The case of the Union/Workman is that the workman Shri Mahendra Kumar Singh was appointed as Overman in the West Jhagrakhand Colliery on 15-9-1982. He was an active member of the M.P. Colliery Workers Federation. The management had also furnished him efficiency certificate on his competency in work. Additional Chief Personnel Manager had also issued an order on 19-4-1985 for considering his promotion from an executive cadre to the executive cadre. The workman said to have been interviewed but before the promotion could be issued, he was dismissed from employment by the order dated 22-5-1985. The management passed the order of dismissal without holding any domestic enquiry, nor any charges were served nor the opportunity was given to the workman. The order of dismissal is against the standing orders applicable to the workman. The allegations as it appears from the order of dismissal are false, concocted and fabricated story. The conduct of the management was only to harass and victimize the workman as he was ventilating the cause of the workers. Also criminal case was filed for further victimization but he was acquitted by the competent court. Under the circumstances, the order of dismissal is fit to be set aside and the workman be reinstated with back wages.

3. According to the management, the workman admittedly appointed initially on probation as an overman. He was habitual absentee without permission. It is stated that on 21-5-85 the workman threatened Sam D. P. Safety Officer, West Jhagrakhand Colliery on the road. He reported the matter to local police. On 12-10-85, he was promoted as Storekeeper of the colliery. Later he expressed his intention. On 22-6-84, he threatened Shri K.K. Ganipwale. The

Assistant, in case he did not send carpenter to do false ceiling of his residence. On 1-7-84 in the night shift, he was directed to make necessary arrangements of shot firer as he was absent but he refused to obey the order of the superior. On 27-1-85 he caught hold of the hand of Shri H.D. Singh, Security Sub Inspector and dragged him outside and threatened to face serious consequences. On 21-4-85 he was show caused for not reporting on duty on 20-4-85. In the above circumstances the management terminated the services of the workman in a summary manner without holding departmental enquiry as he was a terror to the management. Even after dismissal, the workman continued his violence and on 29-6-85 he further threatened Shri D.S. Rajput to kill him while he was on way to Katni alongwith his daughter. He was saved by intervention of passengers. On 14-10-85, he also threatened Shri S. S. Agrawal and abused filthy languages. It is submitted that the action of the management is justified and proper and the workman is not entitled to any relief.

4. During the course of proceeding, the workman/Union absented and did not appear for cross-examination. Lastly the then Tribunal proceeded the reference exparte on 16-6-08 against the workman/Union.

5. The point for issues are as follows :

- i. Whether the management is succeeded in establishing misconduct against the workman in Court?
- ii. Whether the action of the management in dismissing the workman from service is legal and justified?

6. Admittedly no departmental enquiry was conducted against the workman before dismissing him from the service. The then Tribunal allowed the management to prove misconduct by adducing evidence in Court against the workman vide order dated 12-2-96.

7. Issue No.1

To prove the misconduct the management has adduced oral and documentary evidence. Management witness Shri S.S. Agrawal is Dy. Chief Mining Engineer of SECL, Bilaspur. He has stated that Shri S.P. Urmalia, Sr. Overman-cum-Shift Incharge had reported that he had ordered to the workman to arrange to fire the shot in absence of shot firer which he refused. He has proved the report which is marked as Exhibit M/5. He has further stated that he had to go for making arrangement for blasting. This shows that the workman committed misconduct by disobeying the order of the superior. He has further supported the fact that on 14-10-85 the workman abused him and threatened him to kill as such he reported to the police. This fact is also un rebutted as there is no other evidence to contradict the evidence of this witness. There is no reason to disbelieve the

evidence of this witness in absence of any other evidence.

8. Another management witness Shri D. S. Rajput Under Manager is working in the said colliery. He is also one of the victim. He has supported this fact that the workman was habitual absentee and on 21-5-85, he had threatened him for dire consequences, if his CR is not modified. He reported the matter to the police and had requested the management for his protection. He has proved the report which is marked as Exhibit M/1. His evidence is also un rebutted. There is no reason to disbelieve this witness. His evidence also corroborates the fact that the workman had committed misconduct.

9. Another management witness Shri B. N. Prasad is Personnel Manager at SECL, Sohagpur Area. He has also corroborated the incident of Shri D. S. Rajput. He has stated that there was continued report of violence against the workman. His evidence is also un rebutted. Thus the evidence of the management shows that the management has proved the misconduct against the workman who was continuing indulge in violence. This issue is accordingly decided in favour of the management.

10. Issue No. 2

On the basis of the discussion made above, it is clear that the misconduct is established by the management against the workman and his conduct appears to be harmful to the industry to carry on its work. I find that there is no need to interfere in the order of dismissal in the interest of justice. Thus this is also answered. The reference is accordingly, answered.

11. In the result, the award is passed without any order to costs.

12. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

MOHD. SHAKIR HASAN, Presiding Officer

नई दिल्ली, 20 जुलाई, 2010

का. आ. 2002.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बी.बी.एम.बी. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, न. 2, चण्डीगढ़ के पंचाट (संदर्भ संख्या 994/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-7-2010 को प्राप्त हुआ था।

[सं. एल-23012/3/2000-आई आर(सी-II)]

अजय कुमार गौड़, डेस्क अधिकारी

New Delhi, the 20th July, 2010

S.O. 2002.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central

Government hereby publishes the Award (Ref. No. 994/2k5) of the Central Government Industrial Tribunal-cum-Labour Court, No. 2, Chandigarh as shown in the Annexure, in the industrial dispute between the employers in relation to the management of BBMB and their workman, which was received by the Central Government on 20-7-2010.

[No. L-23012/3/2000-IR (C-II)]

AJAY KUMAR GAUR, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH

Present : Sri A. K. Rastogi, Presiding Officer

Case No. I.D. 994/2k5

Instituted on 16-9-2005

Sh. Baldev Raj S/o Sh. S. nnu Ram, C/o R.K. Singh Parmar,
Qtr.No. 35-G, Nangal Township, Distt. Ropar

...Applicant

Versus

The Chief Engineer, Generation, BBMB (Power Wing),
Nangal Township, District Ropar

...Respondent

APPEARANCES

For the workman : Sh. R.K. Singh Parmar, AR for
workman

For the management : Sh. N.K. Zakhmi, Advocate

AWARD

Passed on 2nd July, 2010

Central Government vide Notification No. L-23012/3/2000-IR (C-II) dated 29-1-2001, read with Corrigendum dated Nil, New Delhi by exercising its powers under Section 10 Sub-section (1) Sub-section 2(A) Clause (d) of the Industrial Disputes Act, 1947 has referred the following industrial dispute for adjudication to this Tribunal :—

“Whether the action of the Chief Engineer, BBMB Nangal in terminating the services of Shri Baldev Raj S/o Sohnu Ram without paying him any retrenchment compensation is legal and justified? If not, to what relief the workman is entitled and from which date?”

As per claim statement the claimant/workman was employed in the work-charge capacity with the respondent and he worked as such from 13-10-1978 to 03-04-1980 when his services were terminated without any notice and without paying any retrenchment compensation. No seniority list is being maintained by the respondents and the juniors to

him were retained in service. The respondents are giving employment to fresh hands also in violation of Section 25H of the Industrial Disputes Act (hereinafter called as Act) and about 1200 workmen, the retrenchees of the B.C.B. (Bhakra Construction Board) were employed by B.B.M.B. (Bhakra Beas Management Board) in August 1993. His retrenchment is void ab-initio and he should be reinstated with full back wages with all other benefits.

The claim was contested by the respondent. It was stated in the written statement that it is a stale dispute raised after more than 20 years and should be dismissed on this ground alone. The workman worked as a T-Mate in work-charge capacity from 13-10-1978 to 30-10-1979 when he left the job of his own. After a break of about 20 days he again approached the respondents for employment and he was re-engaged on 22-12-1979. He worked up to 03-04-1980 till the completion of the work of the project. On the completion of the work, he was disengaged after giving 10 days notice according to the provisions of the Standing Orders. He does not fall within the ambit of Section 2(oo) of the I.D. Act, but is covered under Section 2(oo)(bb) of the Act. The action of the respondent in dispensing the service of workman is legal, just and proper and in accordance with law. No person junior to the workman was retained by the respondent and no fresh employee was ever engaged. The B.C.B. retrenchees were absorbed by the respondent in B.B.M.B. under the orders/instructions of the Central Government. The claimant was not a B.C.B. retrenchee.

From the pleadings of the parties, the following issues arise for consideration :—

1. Whether the respondent was justified in terminating the services of the claimant without giving notice and paying retrenchment compensation as per provisions of Section 25F of the Act?
2. Whether junior employees to the workman were retained in service in violation of Section 25G of the Act?
3. Whether fresh hands were employed by the respondent in violation of provisions of Section 25H of the Act?
4. Whether the reference is liable to be rejected on the ground of delay?
5. To what relief is the claimant entitled?

In evidence the claimant filed his own affidavit, while on behalf of the respondent, affidavit of Himmat Singh, Divisional Superintendent, Ganguwal was filed. Besides it, the workman filed a copy of his Service Book, a copy whereof has also been filed by the respondent. Respondent has also filed certain other documents. I have heard the A.R. of the workman and the learned counsel for the

respondents and have also perused the evidence on record. My findings on the various issues are as follows :—

Issue No. 1

Admittedly, the respondent did not serve the requisite notice and paid the requisite compensation under Section 25F of the Act. His case is that the services of the workman were dispensed with on the completion of the project work and a notice of 10 days as required under Standing Orders of the respondent was given to the claimant. No compensation was required to be paid to the claimant. During cross-examination, the witness of the respondent told that the workman worked in the construction of Bhakra Ganguwal Third Circuit Line. He, however, expressed his inability to produce the record about the completion of the work. The workman on the other hand during cross-examination stated that the work at the project was going on when he was disengaged.

About the completion of the project, the record was not produced. It was in the possession of the respondent and if it was not produced, the inference should be drawn against the respondent. It cannot be accepted that the services of the workman were terminated on the completion of the project.

So far as the Standing Orders of the respondents are concerned, in para 21, the provisions for the termination of employment has been made. A copy of the Standing Orders is available on record. Clause (i) of para 21 provides that no employee who has been in the continuous service of the Board for not less than one year as defined in the Industrial Disputes Act, 1947 shall be retrenched except in accordance with the provisions of the Industrial Disputes Act. 10 days notice and some other formalities are provided in Clause (ii) of Para 1, which is applicable to cases not governed by Clause (i).

The question is whether the claimant was not in continuous service of the board for one year as defined in the Act? Under the Act, continuous service of one year does not mean of one calendar year or financial year. Under Section 25B, Sub-section 2(a)(ii) that workman also shall be deemed to be in continuous service for a period of one year who during a period of 12 calendar months preceding the date with reference to which the calculation is to be made has actually worked for not less than 240 days. Therefore, the workman who has worked for 240 days in the 12 calendar months preceding his retrenchment shall be deemed to have worked for one year continuously and he will be governed by the provisions of the Industrial Disputes Act and not by the Standing Orders of the respondent. Here the workman in his claim statement has stated his service was continuous from 13-10-1978 to 03-04-1980, while according to the written statement there was a break of about 20 days as the workman abandoned his job on 30-11-1979 and re-joined on 22-12-1979. The

service book of the workman supports the respondent's version.

Learned Counsel for the management cited DGM Oil and Natural Gas Corporation Ltd. & another Vs Ilias Abdul Rehman 2005 LLR 235 wherein the Hon'ble Apex Court upheld the conclusion of the Tribunal that number of days of work put in by respondent in broken periods could not be taken as a continuous employment for the purpose of Section 25F of the Act. The facts of the case are important. The Hon'ble Apex Court observed that 'a perusal of the evidence adduced by the workman himself shows that he went in search of employment to different places and whenever there was a temporary employment available in different departments of the appellant Corporation; be it the field work or the work in Chemistry department he accepted the employment and worked in these departments not in one place alone but at different places like 'Baroda and Mehsana'. It was on these facts that the Tribunal came to the conclusion that the number of days of work put in by the respondent in broken periods cannot be taken as continuous employment for the purpose of Section 25F of the Act.

Here the facts are different. The claimant worked in the same place under same employer and department and there was only one break in his service which was only of 21 days. I am of the opinion that the law cited by the learned counsel for the management is not applicable in the present case. Though in the claim statement the claimant was not specific but in his affidavit he has specifically stated that he rendered more than 240 days of continuous service in each completed year of service. And his this statement was not controverted by the management during his cross-examination. Nor the management witness in his affidavit controverted it. The uncontroverted statement of the workman is acceptable. It is, therefore, held that at the time of his retrenchment the workman had been in continuous service for not less than 240 days. Hence, he could not have been retrenched without one month notice and without payment of retrenchment compensation. The respondent was not justified in terminating the services of the claimant without complying the provisions of Section 25F of the Act. Issue no. 1 accordingly, is decided in favour of the claimant and against the respondent.

Issue No. 2

According to the claimant junior employees were retained, while he was retrenched. The management in its written statement has denied the fact. The workman in his affidavit has named the juniors and given their date of appointment in the service as Sohan Singh S/o Mast Ram with effect from 04-11-78, Joginder Pal from 12-10-78, Sat Pal and Karnail Singh each from 13-10-78. Again the management is not specific on this point. His witness simply makes a bald statement that no junior to the claimant was retained. From the averments made in the affidavit of the

workman it is clear that out of 4 only one Sohan Singh is junior to him as he joined the service on 04-11-78. It is thus, clear that in retrenching the workman, the procedure for retrenchment as provided in Section 25G of the Act was also not followed. Issue No. 2 is accordingly, decided in favour of the workman and against the respondent.

Issue No. 3

According to the workman instead of giving an opportunity to him to offer himself for re-employment, fresh hands were employed by the respondent. In reply to it the case of the respondent is that persons re-employed were the retrenchees of B.C.B. and they were absorbed under the orders/instructions of the Central Government. In the affidavit the workman has stated that the retrenchees of the B.C.B. is a entirelyly different entity and they were employed in his category ignoring his claim for re-employment.

The learned counsel for the respondent in this regard referred the letter Ex. MW-1/3 from the Additional Secretary to the Officer on Special Duty/R & M, BBMB, Nangal which provides for the absorption of retrenched work-charged and contingent paid employees of BCB in BBMB. In view of this letter it cannot be said that respondent violated the provisions of Section 25G of the Act by not providing the employment to the workman. Issue No.3 is decided against the workman and in favour of the respondent.

Issue No. 4

It was argued on behalf of the respondent that the claimant has raised the dispute after about 20 years, it is stale and it should be rejected on this ground alone. In this regard the law laid down by the Apex Court in Karam Singh Vs Executive Engineer Haryana State Marketing Board 2007 LLR 1233 is important. The Hon'ble Court held that the delay in approaching the Industrial Tribunal is no ground to strike the reference, if the termination order is violative of Section 25F of the Industrial Disputes Act. It is, therefore, held that the reference cannot be struck on the ground of delay. Issue No.4 is decided against the respondent.

Issue No. 5

From the above going discussion, it is clear that the services of the workman/claimant were terminated in violation of Section 25F and 25G of the Act. The workman has claimed his reinstatement with full back wages and all other consequential benefits but while granting the relief the delay aspect cannot be lost sight of. The dispute has been raised after about 20 years. In Rattan Singh Vs Union of India and another (1997) 11 SCC 396 wherein nearly 20 years had elapsed from the date when the services of the workman were terminated in violation of Section 25N of the Act. The Hon'ble Supreme Court held :

"In these circumstances we are not inclined to direct the reinstatement of the appellant but having regard

to the facts and circumstances of the case we direct that a consolidated sum of Rs. 25,000 be paid to the appellant in lieu of compensation for back wages as well as reinstatement."

In *Sain, Steel Product Vs Naipal Singh and others* 2001 AIR SCW 2426 the Hon'ble Apex Court granted a sum of Rs. 50,000 to the workman in lieu of his reinstatement and back wages on the ground that there was an inordinate delay as the services had been terminated long back.

The workman remained in the employment of the respondent only for a period of about 1½ years. As per claim statement he was in the Pay Scale of Rs. 75-1-80-2-90. Under the circumstances, I am of the view that a compensation of Rs. 50,000 will be just and proper in lieu of retrenchment and back wages etc. Reference is answered against the respondent. The action of the Chief Engineer BBMB Nangal in terminating the services of workman/claimant Baldev Raj Son of Sohnu Ram without paying him any retrenchment compensation was not legal and justified. The workman is entitled to get Rs. 50,000 by way of compensation in lieu of his re-instatement and back wages from the respondent. Let a copy of the award be sent to the Central Government for further necessary action and record be consigned after due compliance.

ASHOK KUMAR RASTOGI, Presiding Officer

नई दिल्ली, 21 जुलाई, 2010

का. आ. 2003.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ इंडिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय-1, चण्डीगढ़ के पंचाट (संदर्भ संख्या 275/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-7-2010 को प्राप्त हुआ था।

[सं. एल-12012/93/2001-आई आर(बी-II)]

अनिल कुमार शर्मा, अनुभाग अधिकारी

New Delhi, the 21st July, 2010

S.O. 2003.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 275/2001) of the Central Government Industrial Tribunal-cum-Labour Court-1, Chandigarh now as shown in the Annexure, in the Industrial Dispute between the employees in relation to the management of Bank of India and their workman, which was received by the Central Government on 20-7-2010.

[No. L-12012/93/2001-IR (B-II)]

ANIL KUMAR SHARMA, Section Officer

ANNEXURE

BEFORE SHRI GYANENDRA KUMAR SHARMA,
PRESIDING OFFICER, CENTRAL GOVT.
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I,
CHANDIGARH.

Case I. D. No. 275/2001

Shri G.S.Bhatia son of Shri Joginder Singh Bhatia, 2944,
Anarkali Bazar, Pikanwali Gali, Jagroan, Ludhiana-141 001.

...Applicant

Versus

The Chief Regional Manager, Bank of India, 579, Model
Town, Ludhiana.141 001.

...Respondent

APPEARANCES

For the Workman : Shri Sandip Bhardwaj.

For the Management : Shri Ranjan Lohan.

AWARD

Passed on :—23rd June, 2010

The Government of India vide notification No. L-12012/93/2001-(IR(B-II), dated 23-08-2001 by exercising its powers under Section 10 of the Industrial Disputes Act, (the Act in short) has referred the following industrial dispute for adjudication to this Tribunal :—

“Whether the action of the management of Bank of India in awarding the punishment of dismissal from services to Shri G.S. Bhatia is legal and just? If not, what relief the concerned workman is entitled to and from which date?”

After receiving the reference, parties were informed. Parties appeared and filed their respective pleadings. On perusal of the pleadings of the parties, it is evidently clear that workman was charge sheeted on 13-05-2002 as follows :—

“On 09-02-2000 he issued a withdrawal slip for Rs. 25,000 mentioning therein savings Bank Account No. 10575 and entered the slip as L.F. 46/175 under his initials. Thereafter, he approached Shri Bhag Singh and Shri C. J. Badhan, Staff Officers, for cancellation of said withdrawal slip which was cancelled by them in routine and he get the cash payment of Rs. 25,000 from the Cashier. In the meantime, with a view to verify the balance in his aforesaid S.B. Account, Shri C.J. Badhan called for the relevant S.B. Ledger and found that the S.B. A/c No.10575 was closed on 05-03-1997. Immediately after noticing aforesaid fraud and an act of breach of trust on his part, Shri Badhan approached Shri D.K. Sharma, Head Cashier to take possession of the withdrawal form from him. On knowing the fact that he was trapped. He tried to snatch the withdrawal slip from Shri Badhan and in the process withdrawal slip

was torn into two pieces. Thereafter, defrauded amount of Rs. 25,000 was recovered from him by the Branch Officials, which was deposited in the G/L Sundry Credit A/c of the Branch.”

Dissatisfying with the reply on the charge-sheet. An enquiry was conducted and the workman admitted the charge before the enquiry officer not only once but twice. On perusal of the pleadings of both of the parties, it is also clear that on the basis of admission, enquiry officer submitted his report and the disciplinary authority issue the show cause notice containing the tentative punishment. Opportunity of personal hearing was also afforded. During the disciplinary proceedings. The workman further prayed for lenient punishment. The workman has also preferred an appeal and in appeal he also prayed for lenient punishment. In the industrial dispute in the statement of claim before this Tribunal the workman challenged very nature of his admission.

Both of the parties were afforded the opportunity for adducing evidence. Evidence was recorded. Complete enquiry file has been filed by the management of the bank. As per the procedure mentioned in the Industrial Disputes Act, the parties were heard on fairness of enquiry but the issue on fairness of enquiry was not decided by this Tribunal as preliminary issue. On the basis of the reasons mentioned in order dated 25-02-2010, this Court directed the parties to adduce/file the evidence on the issue of fairness of enquiry as well. Order dated 25-02-2010 make it clear that enquiry report was submitted on the basis of admission of the workman, the genuineness of which has been challenged before this Tribunal. Considering this fact, the workman and the management were afforded the opportunity for adducing evidence even on the issue of fairness of enquiry.

Accordingly the evidence was recorded. Parties were heard at length. Written arguments are also on record.

Full opportunity was afforded to the workman to prove the facts which lead to his admission non-voluntary. Any departmental enquiry on admission is not bad and fatal. If the workman has voluntarily admitted the charge the enquiry officer has nothing to do but to give his report on the basis of the admission. He has to ensure that workman has voluntarily admitted the charge. On the perusal of the proceeding of enquiry. It is evidently clear that enquiry officer has ensured the voluntary nature of admission. The workman has not admitted once but thrice at every stage of the proceedings namely during enquiry proceedings, during disciplinary proceedings and during appellate proceedings. It was before this Tribunal that workman challenged the nature of admission. Adequate opportunity for adducing evidence was given to the workman to prove that his admission was not voluntary. On the basis of the perusal of the entire materials on record. I am of the view that the enquiry officer has rightly submitted the enquiry report on the basis of the admission

of the workman. It was not only the oral but written admission in Punjabi language which is part of the record. The workman has also admitted that he has moved this admission letter to the enquiry officer. He has further stated that his admission was not voluntary but failed to narrate those facts which lead to non-voluntary nature of admission. Thus, I am of the view that workman admitted the charge voluntarily and there was no coercion on the workman to get his admission. The workman has also narrated a paragraph of the judgement of the Hon'ble Supreme Court in his pleadings showing that punishment should be proportionate to the committed misconduct. It is stated by the workman that he withdraw the amount from his own saving bank account which was having insufficient funds. He was promised by Shri C.J. Badhan to deposit Rs. 25,000 in his account and under this impression that the person mentioned above has deposited the amount, he withdraws the same. If the situation had been such, the punishment awarded had been definitely disproportionate. But this is not the correct version of the facts. The account had been closed much earlier by the workman and he had withdrawn the amount of R. 25,000 from the closed account. If the account has been alive and having insufficient funds the attempt to withdraw the amount would have been different then withdraw the amount from a closed account. In previous case it will be a share mistake whereas, in this case it is fraud. Committed with the bank. The account has been closed much earlier was very well mentioned in the suspension order and the charge sheet. The charge sheet has been admitted by the workman as such. Thus, the workman withdraws the amount of Rs. 25,000 from the closed account which amounted to the fraud committed with the bank. Under such circumstances. The punishment awarded to the workman was proportionate to the committed misconduct and workman does not deserve any leniency. The industrial dispute is accordingly answered. The workman is not entitled for any relief. Let Centre Government be approached for publication of award, and thereafter, file be consigned to record room.

Chandigarh

G. K. SHARMA, Presiding Officer

नई दिल्ली, 21 जुलाई, 2010

का.आ. 2004.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कोचीन पोर्ट ट्रस्ट के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय एरनाकुलम के पंचाट (संदर्भ संख्या 24/2008) को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-7-2010 को प्राप्त हुआ था।

[सं. एल- 35011/3/2008-आई आर(बी-11)]

अनिल कुमार शर्मा, अनुभाग अधिकारी

New Delhi, the 21st July, 2010

S.O. 2004.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central

Government hereby publishes the Award (Ref. No. 24/2008) of the Central Government Industrial Tribunal/Labour Court, Ernakulam now as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Cochin Port Trust and their workman, which was received by the Central Government on 20-07-2010.

[No. L-35011/3/2008-IR (B-II)]

ANIL KUMAR SHARMA, Section Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ERANAKULAM

Present : Shri P.L. Norbert, B.A., LL.B. Presiding Officer
Wednesday the 13th day of July, 2010/22nd Ashadam.
1932)

I. D. 24/2008

Union : The General Secretary,
Cochin Port Trust Officers
Association,
W/Island, Cochin-682009

By Adv. Shri A. V. Xavier

Management : The Chairman,
Cochin Port Trust,
W/Island, Cochin-682009

By Advs., M/s. Menon and Pai.

This case coming up for hearing on 13-7-2010, this Tribunal-cum-Labour Court on the same day passed the following:

AWARD

This is a reference made under Section 10 (1)(d) of Industrial Disputes Act questioning the action of the management in declaring to award the lumpsum incentive to the claimant on his acquiring higher qualification. Since the maintainability of the reference was questioned it was heard as a preliminary issue and found that the claimant is not a workman within the definition of S.2(s) of ID Act and there is no industrial dispute and hence the reference is not maintainable. In view of this finding the dispute raised by the claimant cannot be adjudicated by this court as it has no jurisdiction to decide the dispute.

In the result an award is passed holding that the reference is not maintainable as the claimant is not a workman within the meaning of S.2(s) of ID Act.

The award will come into force one month after its publication in the Official Gazette.

Dictated to the Personal Assistant, transcribed and typed by her, corrected and passed by me on this the 13th day of July, 2010.

P. L. NORBERT, Presiding Officer

नई दिल्ली, 21 जुलाई, 2010

का.आ. 2005.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारत संचार निगम लिमिटेड के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण लेबर कोर्ट, पूणे के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-7-2010 को प्राप्त हुआ था।

[सं. एल- 40012/23/2004-आई आर(डी यू)]

जोहन तोपनो, अवर सचिव

New Delhi, the 21st July, 2010

S.O. 2005.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award of the Labour Court, Pune now as shown in the annexure, in the industrial dispute between the employers in relation to the management of Bharat Sanchar Nigam Limited and their workman, which was received by the Central Government on 21-07-2010.

[No. L-40012/23/2004-IR (DU)]

JOHAN TOPNO, Under Secy.

ANNEXURE

BEFORE THE JUDGE, THIRD LABOUR COURT, PUNE, AT PUNE.

Reference (IDA) No. 650/2004

Bharat Sanchar Nigam Limited
Bajirao Road, Pune-411042

....1st Party

AND

Ramesh S. Khaladkar
Post Nandgaon Tal Daund, Pune

....2nd Party

Coram : Shri P.T. Rahule

Appearances : Mr. Khandekar
Advocate for 1st Party
Mr. A.Y. Shikarkhane
Advocate for 2nd Party

AWARD

Date : 28-4-2010

This reference is made by Government of India, Bharat Sarkar, Ministry of Labour, Shram Mantralaya, New Delhi under section 10(1) and 12(5) read with section 2-A of the Industrial Disputes Act, 1947, for adjudication of industrial dispute between above referred parties regarding the reinstatement with full back wages and continuity of service.

2. The case of the Second Party in brief is that he was employed in telephone exchange at Nandgaon since 1998. His job was to rectify telephone and cable faults, dig trenches, climb telephone poles and work on telephone

lines, to clean the office etc. He was working under the supervision and control of JTO, Kedgaon-Shri, Tiwari. He was paid wages by JTO on Form No. SE-17. His monthly wages were Rs. 1000/-. From 1-1-2000, his services were terminated without any notice and compensation by JTO. Sometimes his wages were paid in cash without taking his signatures on any paper. He approached to All India SC/ST Union and pursued his case for permanency. As a result, the Principal General Manager of the First Party directed his subordinate officers to send details of service record of the Second Party. On 3-1-2003, the concerned SDE sent the details of the service etc of the Second Party to the General Manager. Meanwhile, this reference came to be sent to the Court wherein the Second Party submitted the claim with the prayer of reinstatement and consequential benefits from 1-1-2000.

3. The claim of the Second Party has been resisted by the First Party by filing written statement at Exh. 7. The very employer employee relationship has been denied by the First Party. It has been contended by the First Party that the Second Party was never in the employment of the First Party as alleged. With this, the entire claim has been denied by the First Party and prayed for rejection of the reference.

4. Considering the pleadings and averments, the following issues came to be framed at Exh. 23; the reasonings and findings thereon are as under :

ISSUES	FINDINGS
1. Whether there was employer-employee relationship between the Second Party and First Party as alleged ?	Yes
2. Whether the Second Party was illegally stopped by the First Party to be in the employment of the First Party w.e.f. 1-1-2000 ?	Yes
3. Whether the Second Party is entitled to the reliefs claimed ?	Yes
4. What Award ?	Allowed

REASONS

5. Issue Nos. 1 and 2 : Initially the Second Party has examined himself at Exh. 17 and three other witnesses Namdev Laxman Bhame (Exh. 24), Dattatray Baburao Bhujbal (Exh. 25) and Uttam Dattoba Shelar (Exh. 26) respectively. On the other hand, the First Party examined Mr. Avinash Keshavrao Dorale as solitary witness at Exh. 28 and the reference was allowed on 25-4-2008 against which the First Party went for appeal vide Writ Petition No. 7714 of 2008 in the High Court wherein the matter was remanded with the directions to allow evidence on the documents which were xerox copies. Hence application Exh. 37 was filed on behalf of the Second Party to produce original

documents of those two xerox copies and the same were produced with other many more documents by the First Party and the First Party again further also examined three more witnesses—Namdeo Kaluram Ovhal (Exh. 51), R.R. Tiwari (Exh. 50) and Vijay Kumar Giridharilal Paliwal (Exh. 60).

6. It is evident from the testimony of the Second Party—Ramesh Khaladkar that since 6-5-98, he was working with the department of telecommunication at Nangaon. His job was to connect and repair the telephone. He was doing the repairing of underground cables. He was also starting generator in the office. He was doing his duties under the instructions and directions of JTO who was paying him monthly salary of Rs. 1000 by taking signature on his diary till December 2002. That time JTO was Dwahale and sub-divisional Officer was Palewar. Suddenly, he was asked not to come on duty without paying any compensation.

7. In cross examination, he admitted that any appointment letter was not given to him by the First Party. He also admitted that any document has not been produced on record to show that JTO—Tiwari has given him the job and salary. The suggestions of falsehood have been totally denied by this witness.

8. Mr. Namdev Laxman Bhame—retired employee of this First Party has corroborated the testimony of the Second Party by deposing that he was appointed in the year 1964 in the department of telecommunication and was working till 2000. In the year 1998-99, he was working as a Telephone Lineman at Nangaon Telephone Exchange, where the Second Party—Ramesh Khaladkar was working with him as a Helper. He specifically deposed that as a Helper. The Second Party was repairing telephones, removing fault of cables etc. He also deposed that the Second Party was working with him as a helper for five months till he was transferred from Nangaon to Jejuri.

9. In cross examination in respect of the Second Party only, the suggestion was put to this witness that he has deposed false that the Second Party was working with him for five months and the same came to be turned down by this witness. Any other adverse admission could not be extracted in the cross examination from this witness.

10. The other witness Dattatray Bhujbal who is still in the employment of the First Party has also corroborated the testimony of both these witnesses No. 1 and 2. It is evident from his testimony that in December 1998, he was transferred to Nangaon Telephone Exchange as a telephone lineman. The Second Party was working for finding the cable faults and repairing the same. He was working at Nangaon Telephone Exchange till 2000. He also turned down his suggestions of falsehood regarding the Second Party and admitted that he did not have any documentary evidence to show that the Second Party was working with him at Nangaon Telephone Exchange. Except the

suggestion of falsehood, any favourable answers could not be extracted from this witness also.

11. The fourth witness—Uttam Shelar has deposed that when he joined his duty in the year 1976 and was transferred to Nangaon telephone exchange as a phone mechanic. He was knowing Ramesh Khaladkar as a resident of Nangaon and specifically deposed that the Second Party had never worked with him in Nangaon Telephone Exchange. This witness has not at all been cross-examined by the First Party by declining to cross.

On going through the very precise testimony of this witness No. 4, it is clear that though he has deposed that the Second Party had never worked with him in Nangaon Telephone Exchange, he did not depose that the Second Party was not working with the First Party. Moreover, he has also not deposed the period in which he was working at Nangaon as a phone mechanic and hence, his testimony for want of particular details, cannot be considered against the Second Party. In these circumstances, the First Party was supposed to bring all the details of this witness about when he was working at Nangaon Telephone Exchange and whether in that relevant period, the Second Party was working or not. The First Party has declined to cross examine.

12. Though any documentary evidence has not been produced on record from the side of the Second Party, his testimony has been rightly corroborated by the two witnesses, one of which is the ex-employee of the First Party and one is not presently in the employment of the First Party. Moreover, the testimony of the fourth witness—Uttam Shelar, though not supported the Second Party for want of any details cannot be considered even against this Second Party—Khaladkar.

13. On behalf of the First Party Avinash Dorale the Divisional Engineer has been examined. It is evident from his testimony that as per the directions of his superior, he has come to depose on behalf of the First Party. Any payment was not made to the Second Party. As per the record, there is nothing together that he had ever worked with the First Party.

14. In cross examination, he admitted that he has not produced any power of attorney or authority to depose on behalf of the First Party. Further, he admitted that some part time casual labours were working in Daund Division. He could not tell the mode or procedure to regularise the labours, but denied that the JTO used to make the payment to the part-time casual labours on vouchers. At the same time, he admitted that the JTO was having impressed account but has deposed that the contract labours were paid by the respective contractors.

He admitted in the cross examination that some casual workers were regularised in Daund Division by the First Party. He could not clarify by which mode those casual

labours were regularised. Any documentary evidence has also not been adduced on behalf of the First Party in that regard.

15. It is evident from the testimony of the First Party's second witness-Namdev Kaluram Ovhal (Exh. 51) that for the purpose of excavating trenches, laying and jointing underground telephone cables, erection of D.P. and pillars in the rural areas to the contractors/tenders, some casual labours were appointed. He specifically deposed that from 1-6-2002, the Second Party Ramesh Khaladkar had never worked under him either as regular employee or as a casual labour or casual employee and as J.T.O. Kedgaon, he had never made any payment of wages to the Second Party and never obtained his signature.

16. In cross examination, he had deposed that letters dated 31-12-2002 (Exh. 46) and Proforma (Exh. 47) are those which have been permitted to be produced on record through the First Party by virtue of the directions of the Hon'ble High Court, in Writ Petition No. 7714 of 2008 on which the complete reliance has been placed by the First Party. But the key witness of the First Party has deposed in cross examination that he had never seen these documents.

17. The third witness—R.R. Tiwari (Exh. 50) of the First Party has deposed that he was working as J.T.O. Kedgaon between 16-5-1997 to 30-5-2002. By virtue of the Circular No. 270/6/84STN New Delhi dated 30-3-1985 the recruitment and employment of casual labour has been banned for any type of work in telecommunication department. He specifically deposed that between 16-5-1997 to 30-5-2002, the Second Party had never worked under him either as regular employee or as casual employee and he never made any payment of wages to the Second party Ramesh Khaladkar and therefore never opted signature of Second Party. It is further evident from his testimony that D.G.M. (HRD) of BSNL, Pune vide letter No. PTA/R-38/VII-A/F-IV/1/16 dated 31-12-2002 instructed D.E. Daund to immediately submit information in respect of eight persons to ascertain whether payment had been made to them by the BSNL at any point of time. The name of the Second Party was included in that list of eight persons. He also deposed that the Second Party admitted in his presence that any payment was never made to him by the First Party and the Second Party signed the said form (Exh. 47) in his presence. He further deposed that as per the instructions of D.E. Daund he had submitted the information vide letter dated 21-3-2005 addressed to D.E. Daund. The Second Party declined to cross examine this witness and directly placed reliance on the two documents at Exh. 46 and 47.

18. From this document (Exh. 46), it is clear that Dy. General Manager (HRD), BSNL, Pune had made enquiry vide this letter, with the Divisional Engineer (Daund) about eight persons including the Second Party to furnish information with detailed payment made to above

mentioned PTCLs working in SDE Kedgaon by checking previous record and to tell whether this PTCLs had worked for 240 days and whether any payments were made by the department. From this document (Exh. 46) which has been relied by both the sides, it is clear that the Second Party was working as PTCL i.e. Part time casual labour alongwith other seven casual labours with sub-divisional Engineer Kedgaon and actual information was sort for whether they had completed 240 days and whether any payments were made. In the prescribed proforma (Exh. 47) at Serial No. 10 the number of days have been shown in the year 1988 and 1989 worked by the Second Party with the First Party, and the certificate was put therein by the JTO- Junior Telecommunication Officer. On back page of it, only date is of appointment/ engagement has not been mentioned.

19. Now coming to the last witness-Vijay Kumar Giridharilal Paliwal (Exh. 60) of the First Party. He has deposed that he was working as Junior Telecom Officer from 15-10-1994 to 30-4-2003.

20. It is evident from his testimony that he came at Kedgaon as Junior Telecom Officer from 1-5-2003 and worked there till 3-8-2005. He specifically deposed that any Khaladkar was not working under him during that period. This witness was also declined to be crossed by the Second Party probably for the reason that the tenure of this witness at Kedgaon was much after the alleged date of termination i.e. 1-1-2000 and hence his testimony is practically of no use even to the First Party as he was not working in that period, especially when he did not depose at all that he had seen the record and did not see the name of the Second Party.

21. In addition to the documents Exh. 46 and 47, the First Party has also produced other documents at Exh. 52 to 59 which are circulars, correspondence regarding tenders filled by the contractors, tender notice issued to various contractors, account statements etc. which are not directly related to the issue in dispute. The main documents relied upon by the First Party are Exh. 46 and 47 and those two documents have also depicted that the Second Party was in the employment of the First Party in the year 1988 and 1989 and completed more than 150 days and 250 days respectively.

22. The learned Advocate—Mr. Khandekar, for the First Party, has submitted that the Second Party has not specifically deposed the date of his initial appointment. Once he had deposed that he was appointed from 6-5-1998 and other time deposed that he was appointed from 5-6-1998. He also submitted that as per section 25(b), 240 days continuous service has to be seen in preceding 12 months but as the reference is made after three years in 2004, there is non-compliance of section 25(b). He also submitted that the statement of claim was not filed within 15 days from the date of reference order and no delay for the same has been caused.

23. Per contra, the learned Advocate-Mr. Shikarkhane, for the Second Party, has submitted that preceding 12 months are to be counted from the date of termination and not from the date of reference. So also, the statement of claim has to be filed within 15 days from the date of receipt of notice and if it is not filed and permitted later on by the Court, it cannot be said to be delay in filing statement of claim.

24. Having considered the submissions tabled by both the sides and going through the provisions of Section 25(b) of the Industrial Disputes Act, 1947, the submissions made by the learned Advocate-Mr. Shikarkhane, for the Second Party sounds convincing as preceding 12 months has to be counted from the date of the termination. So also, when the statement of claim has been accepted by the court, even after 15 days it means delay has been condoned and no adverse effect on the merits of the case of the Second Party.

25. The learned Advocate—Mr. Khandekar, for the First Party, has submitted that digging holes and erecting poles is the work of temporary nature and hence any relief of reinstatement cannot be granted. He placed his reliance on the cases of *M.P. Electricity Board v/s. Hariram* (2004) 8 Supreme Court Cases 246.

On employer-employee relationship, he has further submitted that there should be person employed, work should be given to him and directions should also be given to do the work in a particular manner and remuneration must be paid. He placed his reliance in the cases of AIR 1957 SC 264 and submitted that in Form (Exh. 47) the Second Party has not mentioned the remuneration. It means he was not having any remuneration.

26. Per contra, the learned Advocate—Mr. Shikarkhane, for the Second Party, has submitted that the documents (Exh. 46) and (Exh. 47) were produced by the First Party which are clearly showing that not only Second Party, but other seven workers were also working with the First Party and in the prescribed format, it the remuneration is not mentioned, it cannot be considered adverse to the fact, otherwise established employee.

27. Having considered the submissions tabled by both the sides, one thing is clear that from the documents (Exh. 46) and (Exh. 47) that the Second Party alongwith other seven workers were working as casual labourers with the First Party and it really does not make any difference if the Second Party did not mention remuneration in the format (Exh. 47) because it is in English and it might have been filled by some office employee on behalf of the Second Party, especially when the Second Party has clearly deposed that he was paid salary of Rs. 1000 per month by obtaining his signature in the diary and it has not been specifically challenged in cross examination by the First Party.

28. The learned Advocate—Mr. A.Y. Shikarkhane, for the Second Party, has submitted that the Second Party has completed continuous 240 days in the employment of the First Party. But at the same time, while terminating his services, the compliance of Section 25-F was not done by the First Party by not paying any notice pay and retrenchment compensation and hence, he be reinstated with continuity of service and full back wages.

Per contra, the learned Advocate—Mr. Khandekar, for the First Party, has submitted that the entire burden was on the Second Party to prove that he had worked with the First Party but for want of any documentary evidence, it could not be proved. He picked the admission given by the witness No. 2 in cross examination that he was the only employee working at Nangaon. He placed his reliance on the cases of *Mukund Staff & Officers Association v/s. Mukund Limited* [2007 (6) ALL MR 312] and *Secretary, State of Karnataka and others v/s. Umadevi and others* (AIR 2006 Supreme Court 1806).

29. Having considered the submissions tabled by both the sides, considering the ratio of the authority of *Mukund Staff & Officers Association v/s. Mukund Limited* [2007 (6) ALL MR 312], it is clear that the burden is on the Second Party to establish it when the claim has been denied by the First Party. The sum and substance of the second authority relied upon by the First Party is that the temporary employees appointed in violation of the constitutional scheme do not have any legal right to be permanently absorbed in the employment. The facts of the instant case being absolutely different than that of the foregoing authority, it cannot be made applicable in the instant case because it has been nowhere taken the stand by the First Party about the appointment by violation of the constitutional scheme.

30. Having considered the foregoing discussions coupled with the corroborated testimony of the Second Party and failure on the part of the First Party, to adduce any adverse evidence, I dauntlessly reach the conclusion that the employer employee relationship exists between the Second Party and First Party and as the compliance of Section 25-F was not done by the First Party at the time of termination of services, it is held that he was illegally terminated by the First party. I, therefore, answer this issue No. 1 and 2 accordingly.

31. **Issue No. 3 :** In view of the findings on the issue Nos. 1 and 2, keeping in view the facts and circumstances of the Second Party witness, so far as the reinstatement and continuity of service are concerned, the learned Advocate—Mr. Khandekar, for the First Party has submitted that when there is ban of service, reinstatement cannot be granted and if the appointment is made by the person having no authority it is void appointment and any relief cannot be granted. With this he placed his reliance on the cases of *National Fertilizers Ltd. and others v/s.*

Somvir Singh (2006) 5 Supreme Court Cases 493 and M.P. Housing Board and another v/s/ Manoj Shrivastava (2006) 2 Supreme Court Cases 702.

32. In view of these established facts as discussed herein above, it makes no difference even if the employment is banned subsequently, when the case of the Second Party is proved as per the findings on issue No. 1 and 2. Hence in view of the findings on issue No. 1 and 2 keeping in view the established facts and circumstances of the case. I dauntlessly reach the conclusion that the Second Party is entitled to the reinstatement and continuity of service but it does not mean that he is automatically entitled for the back wages. For that he was supposed to adduce evidence about his efforts to get alternative employment but he did not depose anything on that even after getting second opportunity. Any evidence in that regard has not been adduced by the Second Party and hence the First Party was not required to be adduced any evidence on gainful employment. I, therefore, reach the conclusion that though the Second Party is entitled for reinstatement with continuity of service, he is not entitled for any back wages. I, therefore, answer this issue No. 3 accordingly and in the aftermath, pass following order :

ORDER

The reference is allowed. The First Party is directed to reinstate the Second Party with continuity of service as a full time casual labour in regular vacancy wherever it is available. The prayer of back wages is rejected. No order as to the costs.

Place : Pune

Date : 28-4-2010

P.T. RAHULE, Presiding Officer

नई दिल्ली, 21 जुलाई, 2010

का.आ. 2006.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार एम. टी. एन. एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 1, नई दिल्ली के पंचाट (संदर्भ संख्या 19/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-7-2010 को प्राप्त हुआ था।

[सं. एल- 40011/20/2005-आई आर(डी यू)]

जोहन तोपनो, अवर सचिव

New Delhi, the 21st July, 2010

S.O. 2006.—in pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 19/2006) of the Central Government Industrial Tribunal No. 1 New Delhi as shown in the annexure, in the industrial

dispute between the employers in relation to the management of MTNL and their workman, which was received by the Central Government on 21-07-2010.

[No.L-40011/20/2005-IR(DU)]

JOHAN TOPNO, Under Secy.

ANNEXURE

BEFORE DR. R. K. YADAV PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL
No. 1, KARKARDOOMA COURT COMPLEX DELHI

I. D. No. 19/2006

The Chairman

MTNL (DOT) ex. Employees Association,
House No. BA/81A, Janak Puri,
New Delhi-110058

.....Claimant

Versus

The General Manager (Administration),
Mahanagar Telephone Nigam Limited,
3rd Floor, Khursheed Lal Bhawan,
New Delhi

.....Management

AWARD

Mahanagar Telephone Nigam Limited (MTNL), Deptt. of Telecommunication, Government of India issued Circular dated 27th April, 1994 to restructure various cadres and to form a separate cadre with designation of Senior Telecommunication Operating Assistant (STOA). Employees of three categories viz. Phone Mechanic, Telecom Technical Assistant and Senior Telecom Operator Assistant, were to men this restructured cadre. Employees having qualification of 10+2 or above were kept in walk-in category while employees having lesser qualification were to undergo a screening test for promotion. Thereafter, they were to require to undergo a training. Options were invited from employees of the respective categories for undergoing training for promotion in restructured cadre. Shri Satyawar, who was working in one of the categories referred above and a graduate, exercised his option for training for promotion to restructured cadre in June, 2000. Shri Shiv Kumar, an employee who was junior to him and having qualification lesser than Shri Satyawar, gave option for promotion to restructured cadre on 22-9-1995. He qualified screening test and was deputed for training on 17th January, 1997. He was promoted to restructured cadre on 14th February, 1997. Shri Satyawar superannuated on 31st March, 2003. After his superannuation, he raised a dispute that with a view to victimise him he was sent to training much later than Shri Shiv Kumar. He claimed that he may be deemed to have been promoted alongwith Shri Shiv Kumar

and his consequential benefits in the form of pay and pension may be released accordingly. Conciliation proceedings failed. Conciliation Officer submitted his failure report. The appropriate Government referred the dispute to this Tribunal for adjudication vide order No. L-40011/20/2005-IR (DU), New Delhi dated 6th June, 2006, in following terms :

“Whether the fixation of pay of Shri Satyawar at a lower stage than Shri Shiv Kumar who is junior to Shri Satyawar by more than 6 months is just, fair and legal ? If not, what relief Shri Satyawar is entitled and from which date?”

2. A corrigendum was issued by the appropriate Government vide Order No. L-40011/20/2005-IR (DU), New Delhi dated 6th June, 2006, which is extracted thus:

“In this Ministry’s order of even no. dt. 6-6-2006 referred to Industrial Dispute between the management of MTNL and their workman Shri Satyawar for adjudication, for the words “Central Government Industrial Tribunal-cum-Labour Court, New Delhi” wherever they appear the words Central Government Industrial Tribunal-cum - Labour Court, No.1, New Delhi shall be substituted”.

3. Claim statement was filed by Shri Satyawar pleading that he was an employee of MTNL, a Government of India undertaking, with good track record of service. He was put to victimisation due to inept handling of his promotion, which resulted in fixation of his pay at lower stage than Shri Shiv Kumar, who was junior to him by 6 months. Fixation of his salary at a lower stage resulted in lower fixation of his pension and release of retirement benefits. He wrote to Executive Director, MTNL and made representations in that regard, but to no avail. A casual reply was given by Sub-Divisional Engineer on 1st February, 2006 attributing lapses on his part, relating to exercise of option for training at a belated stage. He presents that he expressed his willingness to undergo training in the year 1998, which fact was highlighted by him vide his letter 27th October, 1999. He presents details in support of his seniority qua Shri Shiv Kumar besides, difference in his wages and qualification. Accordingly to him, Shri Shiv Kumar was preferred than him and the management had victimised him. He claims that anomaly in his salary, may be corrected by re-fixation of his salary taking him deemed to have been promoted on 14th February, 1996 and his consequential benefits, alongwith release of pension accordingly, may be awarded.

4. Claim was resisted by the management pleading that the dispute doesn’t relate to discharge, dismissal, retrenchment or termination of service of Shri Satyawar. The dispute was not espoused by the union of the establishment of the management. Hence, the dispute has not acquire a character of an industrial dispute. Since, it is

an individual dispute, neither the appropriate Government could refer it for adjudication, nor this Tribunal has jurisdiction to entertain it. Since Shri Satyawar stood superannuated, relationship of employer and an employee between the parties stood snapped.

5. It has been projected that Deptt. of Telecommunication reconstructed various cadres and new cadre of STOA(P) was formed. Options were invited from Telephone Operators for promotion to newly re-structured Cadre. Shri Shiv Kumar exercised option on 22-9-1995 and qualified screening test, since his qualification was matriculation. He was deputed for training on 17th January, 1996 and promoted on 14th February, 1997. Shri Satyawar exercised his option on 2nd May, 2000 and was sent for training on 5th May, 2000, since he was selected under walk-in entry as having qualification 10+2 or higher. He was promoted on 3rd June, 2000. It has been denied that he exercised his option to undergo training in the year 1998. It has been claimed that Shri Satyawar waited for his superannuation and then raised the dispute with ulterior motive. His claim is misconceived and liable to be dismissed.

6. Shri Satyawar has examined himself in support of his claim. Shri Madan Gopal, Assistant General Manager (Administration II), Office of the General Manager (Administration) entered the witness box to testify facts on behalf of the Management. No other witness was examined by either of the parties.

7. Arguments were heard at the bar. Shri J. K. Aggarwal, Retd. Personnel Officer, assisted by Shri Satyawar advanced arguments on behalf of the claimant. Shri Dinesh Agnani, authorised representative, advanced arguments on behalf of the Management. I have given my careful considerations to the arguments at the bar and cautiously perused the record. My findings on issues involve in the controversy are as follows:

8. At the outset, Shri Agnani presents that claim raised by Shri Satyawar is an individual dispute. He presents that the claim has not been espoused by a union of the establishment of the management. He contends that only claims relating to discharge, dismissal, retrenchment or termination of service of Shri Satyawar could be raised by him, without espousal, under provisions of Section 2A of the Industrial Dispute Act, 1947 (in short the Act). Since the dispute is not covered with the ambit of the said section. It has not acquired a character of an industrial dispute, without being espoused by a representative union. When called upon to reply submissions raised by Shri Agnani, the workman or Shri Aggarwal had to cut a sorry figure.

9. Provisions of Section 10 of the Act make it clear that the appropriate Government may refer an existing or apprehended dispute to an Industrial Tribunal for adjudication. Industrial dispute has been defined by clause (K) of Section 2 of the Act. Definition given in the said

sub-section encompasses within its sweep any dispute or difference between the employer and employers, or between employer and workmen or between workmen and workmen, which is connected with the employment or non-employment or terms of employment or with the conditions of labour of any person. The Act is a legislation relating to what is known as "collective bargaining" in the economic field. This policy of the legislature is also implicit in the definition of the industrial dispute.

10. The Apex Court in *Bombay Union of Journalist* [1961 (II) LLJ 436] has observed that in each case in ascertaining whether an individual dispute has acquired the character of an industrial dispute, the test is whether at the date of reference, the dispute was taken up as submitted by the union of the workmen of the employer against whom the dispute is raised by an individual workman or by an appreciable number of workmen. In order, therefore, to convert an individual dispute into an industrial dispute, it has to be established that it has been taken up by the union of employees of the establishment or by an appreciable number of the employees of the establishment. As far as union of the workmen of establishment itself is concerned, the problem of espousal by them generally presents little difficulty, since such workmen who are members of such unions generally have a continuity of interest with an individual employee who is one of their fellow workman. But difficulty arise when the cause of a workman, in a particular establishment is sponsored by a union which is not of the workmen of that establishment but is one of which membership is open to workmen of their establishment as well as in that industry. In such a case a union which has only microscopic number of the workmen as its member, cannot sponsor any dispute arising between the workmen and the management. A representative character of the union has to be gathered from the strength of the actual number of co-workers sponsoring the dispute. The mere fact that a substantial number of workmen of the establishment in which the concerned workman was employee were also members of the union would not constitute sponsorship. It must be shown that they were connected together and arrived at an understanding by a resolution or by other means and collectively submitted the dispute.

11. The expression "industrial disputes" has been construed by the Apex Court to include individual disputes, because of the scheme of the Act. In *Raghu Nath Gopal Parvardhan* [1957(I) LLJ 27] the Apex Court ruled as to what dispute can be called as an industrial dispute. It was laid thereon that (1) a dispute between the employer and a single workman cannot be an industrial dispute, (2) it can not be per-se be an industrial dispute but may become if it is taken up by a trade union or a number of workmen. In *Dharampal Prem Chand* [1965 (I) LLJ 668] it was commanded by the Apex Court that a dispute raised by a single workman cannot become an industrial dispute unless it is

supported either by his union or in the absence of a union by substantial number of workmen. Same law was laid in the case of *Indian Express Newspaper (Pvt.) Limited* [1970 (I) LLJ 132]. However in *Western India Match Company* [1970 (II) LLJ 256], the Apex Court referred the precedent in *Drona Kuchi Tea Estate's case* [1958 (I) LLJ 500] and ruled that a dispute relating to "any person becomes a dispute where the person in respect of whom it is raised is one in whose employment, non employment, terms of employment or conditions of labour, the parties dispute for a direct or substantial interest".

12. What a substantial or considerable number of workmen would be in a given case, depend on particular facts of the case. The fact that an "industrial dispute", is supported by other workmen will have to be established either in the form of a resolution of the union of which workman may be member or of the workmen themselves who support the dispute or in any other manner. From the mere fact that a general union, at whose instance an "industrial dispute" concerning an individual workman is referred for adjudication, has on its roll a few of the workmen of the establishment as its members, it cannot be inferred that the individual dispute has been converted into a "industrial dispute". The Tribunal has therefore, to consider the question as to how many of the fellow workman actually espoused the cause of the concerned workman by participating in the particular resolution of the Union. In the absence of a such a determination by the Tribunal, it cannot be said that the individual dispute acquired the character of an industrial dispute and the Tribunal will not acquire jurisdiction to adjudicate upon the dispute. Nevertheless, in order to make a dispute an industrial dispute, it is not necessary that there should always be a resolution of substantial or appreciable number of workmen. What is necessary is that there should be some express or collective will of a substantial or an appreciable member of the workmen treating the cause of the individual workman as their own cause. Law to this effect was laid in *P. Somasundaraman* [1970 (I) LLJ 558].

13. It is not necessary that the sponsoring union is a registered trade union or a recognized trade union. Once it is shown that a body of substantial number of workmen either acting through a union or otherwise had sponsored the workman's cause, it is sufficient to convert it into an industrial dispute. In *Pardeep Lamp Works* [1970 (I) LLJ 507] complaints relating to dispute of ten workmen were filed before the Conciliation Officer by the individual workmen themselves. But their case was subsequently taken up by a new union formed by a large number of co-workmen, if not a majority of them. Since this union was not registered or recognized, the workman elected five representatives to prosecute the cases of ten dismissed workmen. Thus cases of the dismissed workman were espoused by the new union, yet unregistered and unrecognized. The Apex Court hold that the fact that these

disputes were not taken up by a registered or recognized union does not mean that they were not “industrial dispute”.

14. It is not expedient that same union should remain incharge of that dispute till its adjudication. The dispute may be espoused by the workmen of an establishment, through a particular union for making such a dispute an “industrial dispute”, while the workman may be represented before the Tribunal for the purpose of Section 36 of the Act by a number of executive or office bearer of altogether another union. The crux of the matter is that the dispute should be a dispute between the employer and his workmen. It is not necessary that the dispute must be espoused or conducted only by a registered trade union. Even if a trade union ceases to be registered trade union during continuance of adjudication proceedings that would not affect the maintainability of the order of reference. Law to this effect was laid by the High Court of Orissa in *Gammon India Limited* [1974 (11) LLJ 34]. For ascertaining as to whether an individual dispute has acquired character of an individual dispute, the test is whether on the date of the reference the dispute was taken up as supported by the union of the workmen of the employer against whom the dispute is raised by the individual workman or by an appreciable number of the workman. In other words, the validity of the reference of an industrial dispute must be judged on the facts as they stood on the date of the reference and not necessarily on the date when the cause occurs. Reference can be made to a precedent in *Western India Match Co. Ltd.* [1970 (II) LLJ 256].

15. No evidence worth name was adduced by the claimant that his case was espoused by the majority union of the establishment of the management. In his claim statement, he does not speak of espousal of his case by a union, not to talk of majority union of the establishment of the management. On the other hand, the management question jurisdiction of this Tribunal claiming that it being an individual dispute, this Tribunal cannot invoke its jurisdiction in the matter. For establishing an espousal of his case, the claimant ought to have proved facts by way of positive evidence. It is not a case which is covered within the ambit of Section 2A of the Act. For desideratum of evidence, it is to be concluded that the claimant could not show that his dispute became an industrial dispute, on being espousal by the majority union of the establishment of the management. Dispute referred for adjudication is an individual dispute, for adjudication of which this Tribunal cannot assume jurisdiction. On this count, the matter is to be discarded by this Tribunal, since it is beyond the pale of its jurisdiction.

16. Though the matter ought to have been discarded on the threshold, since it is an individual dispute, yet I think it is expedient to appreciate merits of the controversy. It is not a matter of dispute that circular Ex. MW/1 was issued by the Deptt. of Telecom for restructuring of various

cadres to form a separate cadre of Senior Telecommunication Operating Assistant. As per the said circular, an eligibility list and select panel of the candidates was to be drafted for training against the posts of restructured cadre. Options were to be called from the prospective officers seeking their absorption for restructured cadre. The Deptt. of Telecommunication was supposed to identify from those volunteers, the candidates who were to form part of walk-in group. A screening test was to be conducted for the eligible volunteers who were not to form part of the walk-in group. Telecommunication Technician Assistants, the category to which, the claimant belonged, having following qualifications were to form part of walk-in group :

- (i) All group C employees borne on regular establishment in Telecom. Engineering branch of department possessing minimum qualification of 3 years Diploma in Electrical/Mechanical/Radio/Technical/Electronic Engg. awarded by any technical institute recognised by the Central/State Government after 10th standard.
- (ii) Technicians who have 10 – 2 qualifications or equivalent qualifications or higher qualifications like B.Sc., M.Sc. etc.
- (iii) Technicians holding 2 years ITI Diploma Certificate after Matriculation.

All other technicians who don't hold above qualifications were to undergo screening test for getting a place in select panel of candidates for training against posts of restructured cadre. Yearly select panel was to be prepared. The candidates drafted for training were to be promoted after undergoing the required training.

17. Conditions of the said circular make it clear that an option was to be exercised by the claimant for undergoing a training for promotion to the restructured cadre. Shri Satyawan exercised his option for being sent to training on 2nd May, 2000. He was sent for training on 5th May, 2000 and was promoted in June, 2000, as testified by Shri Madan Gopal in bold words in that regards. Shri Satyawan could not dispel facts presented by Shri Madan Gopal either by way of positive evidence or by way of purification of his testimony in the form of cross-examination. Consequently, it is evident that Shri Satyawan could not be sent on training prior to May, 2000, since he opted not to exercise an option in that regard.

18. Could management take recourse of sending all officials of various cadres to training for promotion to the restructured cadre? Answer lies in negative. No employer can force his employee to undergo a training and promote him against his will. It is sweet will of the employee to opt for a training and be away from his house for that purpose.

He has to decide whether his faculties of body permit him to undergo such training or he was ready to take up particular kind of specialised job. These factors are such which weigh in favour of the management to the effect that it was justified in calling options from all eligible employees. Circular Ex. M W 1/1 also speak of options from eligible employees. Therefore, it is evident that Shri Satyawan was not to be sent for training, without exercise of an option in that regard. Shri Satyawan opted for training in 2000. In 1997, Shri Shiv Kumar was promoted to restructured cadre. His promotion to higher cadre could not evoke any response in Shri Satyawan to exercise his option for training for promotion to restructured cadre. For more than 3 years, Shri Satyawan remained in slumbers. When he felt necessity, he exercised option and went for training. Therefore, no illegality, unfairness or unjustifiability can be attributed to the action of the management in not sending Shri Satyawan to training in 1997 and promote him along with Shri Shiv Kumar, who took required training after passing of screening test. Shri Satyawan has no case even on merits

19. In view of all these reasons, Shri Satyawan could not attribute any illegality, unfairness or unjustifiability to the action of the management in not promoting him to the post of. Senior Telecommunication Operating Assistant (STOA). Since he was not entitled to be promoted to that post prior to June, 2000, he cannot claim salary of the said post. His junior who put in more labour, effort and expertise rose to ladder earlier than Shri Satyawan and earned higher wages. Therefore, Shri Satyawan cannot seek parity with Shri Shiv Kumar. Shri Satyawan could not show a case for indulgence, He is not entitled to any relief. His claim deserves dismissal and the same is dismissed. An award is, accordingly, passed. It be sent to the appropriate Government for publication.

Dated: 29.6.2010

Dr. R. K. YADAV, Presiding Officer

नई दिल्ली, 21 जुलाई, 2010

का.आ. 2007.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूरसंचार विभाग के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 1, चण्डीगढ़ के पंचाट (संदर्भ संख्या 216, 242/2000, 124/2001, 82/2002, 312, 231, 304, 335/2000, 22, 140, 204/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-7-2010 को प्राप्त हुआ था।

[सं. एल- 40012/109, 99, 556/2000-आईआर(डीयू)],

[सं. एल- 40012/29/2002-आईआर(डीयू)],

[सं. एल-40012/199, 51, 192, 268, 391, 581/2000-आईआर(डीयू)],

[सं. एल- 40012/14/2001-आईआर(डीयू)],

जोहन टोपनो, अवर सचिव

New Delhi, the 21st July, 2010

S.O. 2007.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 216, 242/2000, 124/2001, 82/2002, 312, 231, 304, 335/2000, 22, 140, 204/2001) of the Central Government Industrial Tribunal-cum-Labour Court No. 1 Chandigarh as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Department of Telecom and their workman, which was received by the Central Government on 21-07-2010

[Nos.L-40012/109, 99, 556/2000-IR (DU)],

[No. L-40012/29/2002-IR (DU)],

L-40012/199, 51, 192, 268, 391, 581/2000-IR (DU)],

[No. L-40012/14/2001-IR (DU)],

JOHAN TOPNO, Under Secy.

ANNEXURE

**BEFORE SHRI GYANENDRA KUMAR SHARMA,
PRESIDING OFFICER, CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR
COURT-1, CHANDIGARH**

Case I. D No's., (as per list mentioned below).

Shri Dharam Pal and 10 Others

... Applicants

Versus

The General Manager, Telecommunication

... Respondent

APPEARANCES

For the Workman : Shri Arun Batra. Manjit Dhiman,
O.P. Batra. Hardial Singh.
M.R. Dhiman, R. P. Rana,
Advocates.

For the Management : Shri G.C. Babbar & Anish Babbar,
Advocates.

AWARD

Passed on : 28-6-2010

This award shall disposed of eleven references and industrial disputes pending adjudication before this Tribunal relating to different workmen against the same management i.e. Telecommunication department. The references and industrial disputes which are being disposed of by this award are as follows:

S.No.	I.D. No	Reference Nos. and dated	Parties Name
1.	216/2000	L-40012/109/2000-IR(DU) dated 30-05-2000	Dharampal versus Telecommunication
2.	242/2000	L-40012/199/2000-IR(DU) dated 31-05-2000	Ashok Kumar---do
3.	124/2001	L-40012/556/2000-IR(DU) dated 13-03-2001	Karamjit Singh---do
4.	82/2002	L-40012/29/2002-IR(DU) dated 21-05-2002	Gurdeep Lal---do---
5.	312/2000	L-40012/199/2000-IR(DU) dated 31-07-2000	Inderjit Chaudhary---do
6.	231/2000	L-40012/51/2000-IR(DU) dated 30-05-2000	Sanjeev Kumar---do-
7.	304/2000	L-40012/192/2000-IR(DU) dated 31-07-2000	Jaswant Singh---do-
8.	335/2000	L-40012/268/2000-IR(DU) dated 29-8-2000	Shivji Ram---do
9.	22/2001	L-40012/391/2000-IR(DU) dated 27-12-2000	Rashid Khan---do
10.	140/2001	L-40012/581/2000-IR(DU) dated 26-03-2001	Jagjiwan Ram ---do--
11.	204/2001	L-40012/14/2001-IR-(DU) dated 24-04-2001	Ram Jiwan Ram---do

Common questions of law and facts are involved in all these references, accordingly, for ends of justice, all the references are answered by this single Award. The Award has been sent to Central Government in another 41 references for publication and the 11 references are on same issue related with the 41 references.

In all the 11 references and industrial disputes, it is the case of the workmen that they were appointed by the management for discharging various available work and duties on different dates. Some of the workmen have claimed that they were engaged as casual labour, whereas, others have claimed to be engaged as lineman/mailman/electrician. It is also the contention of every workman that their services were terminated without any notice or one month wages in lieu of notice and retrenchment compensation. Juniors were retained and new hands were engaged after termination of their services. Almost in all the references there is a common plea of all the workman that the management has shown them on contract but the so called contract is a paper arrangement, camouflage and shame. They were engaged by the management directly. Wages were paid by the management and they have worked directly under the administrative control of the management.

On the other hand, management in all the cases has contended that there was no master servant relationship between the management and the workman. The services of the workman were provided with to the management by a contractor and no one was appointed directly by the management.

Evidence of every workmen was recorded at length. In most of the cases Shri Ashok Kumar ED, (Legal) Telecommunication was cross-examined on behalf of the management. Some other officers of the Telecommunication department were also cross-

examined on behalf of the management at length. They have heard the arguments at length. Learned counsels for the workmen have relied upon the following case laws :

- (1) S.M. Nilajkar and others versus Telecom District Manager, Karnataka 2003(4) Supreme Court Cases 27.
- (2) FCI, Haryana Versus Presiding Officer CGFI-cum-L.C-1, Chandigarh and others 1987 (1) Service Law Reporter 678.
- (3) Bharat Heavy Electronics Limited versus State of U.P. and others 2003 (6) Supreme Court Cases 528.
- (4) Bank of Baroda versus Ghemarbhai Harji and Rabari 2005(10) Supreme Court Cases 9/2.
- (5) Maharashtra State Road Transport Corporation and another versus Casteribe Rajya Parivahan Karamchari Sanghatana 2009(8) Supreme Court Cases, 556.
- (6) Steel Authority of India Limited and others versus National Union Water Workers and others AIR 2001 Supreme Court 3527(1).

On the other hand learned counsel for the management has cited and relied upon the following case laws :

- (1) Steel Authority of India Limited and others versus National Union Water Workers and others AIR 2001 Supreme Court 3527(1).
- (2) GM, ONGC, Shilchar versus ONGC Contractor Workers Union, 2008 (I.L.R) 801, Supreme Court Cases.
- (3) Food Corporation of India and others Versus Presiding Officer, Central Government

**Industrial Tribunal-cum Labour Court-I,
Chandigarh and others 2008 LLR 391.**

I have gone through all the case laws cited and relied upon by both of the parties. I have also perused the evidence oral and documentary and other materials on record.

After perusal of the pleadings and evidence of the parties, the main issues for adjudication before this Tribunal in all the references and industrial disputes are as follows :—

- (1) Whether any contract was entered into in between the contractor and the management of BSNL for supplying contract labour?
- (2) Whether it is possible under the law to execute a contract to supply labour in numbers without identity of the workman? If no, its effects?
- (3) Whether the supply of labour without disclosing the identity of workman violates his right to life and personal liberty as protected under Article 21 of the Constitution?
- (4) If there is any irregularity or illegality in executing a contract and /or in supplying the labour, what will be its effects?
- (5) Whether the workmen have established that they were directly engaged and have worked with the management under the supervision of telecommunication?
- (6) The relief, if any?

All the issues have been raised by the parties during arguments.

After hearing the parties and perusing all the materials on record, I am adjudicating and answering the references and industrial disputes as per the issues framed. I am answering these issues one by one. Before answering the issues it is also important to mention that in industrial disputes no. 216/2000, 231/2000, 304/2000, 335/2000, 22/2001, 140/2001, 204/2001, it is mentioned that workmen were working through contractor. The name of the contractor is also mentioned in the references. In rest of four industrial disputes namely ID no. 82/2002, 124/2001, 312/2000, 240/2000, it is not mentioned in the reference that workman was engaged through contractor but it is the plea of the management that all the workman worked through a contractor.

So far as the issue no. 1 is concern, it is admitted almost by all the workmen that there were some man in between the management and the workmen. The evidence of Shri Mohan Lal (in related case) makes it clear that payment was made good in the presence of SDO Telecommunication Department Sector-17, Chandigarh. The man use to come to the office for the payment of wages

and the same was made good in the presence of SDO. He does not known that man. The circumstances speak themselves. No workman has denied for presence of a contractor but they all have said in unanimous words that the contract, if any, was shame and camouflage. It was contended by learned counsels for the workmen that when the contract was shame and camouflage the contract became void ab initio and all the workmen shall be treated as the direct employees of the principal employer.

The management has also produced the contractor who has categorically deposed that he provided with the labour to the management. He was also having a contract with the management. Written contract has also been filed by the management. No doubt written contract has not been field in original. Its certified copies have been filed. It has been the contention of the management that original contract is not available and traceable in the department. This Tribunal by passing an order suo muto directed the management to file the original documents regarding the contract entered into by the department with the contractor, documents relating to the supply of labour by the contractor to the management and the documents relating to the payment of wages by the management to the contractor and by contractor to the workman. All the documents have been filed but the same are not in original. Few original documents were filed in the Court but rest such as the contract agreement etc. were not filed in original. This issue regarding failure of the management for filing the original documents shall be dealt with in another issue, whether the contract was shame and camouflage? In this issue, it is established before this Tribunal that there was a Contractor with whom a contract was entered into by the management for supplying the contract labour. Thus, issue no. 1 is disposed of accordingly.

Issue no. 2 is regarding the nature of the contract entered into between the management and the contractor for supplying contract labour. The conditions under which a contract can be shame and camouflage have been very well established by Hon'ble the Apex Court in Steel Authority of India Limited and another versus National Union Water workers and others AIR 2001 Supreme Court 352. Hon'ble the Apex Court in the same judgment has dealt with the issue very elaborately. I have gone through the entire judgment and the principles laid down by Hon'ble the Apex Court, particularly the circumstances under which a workman, in spite of being supply to the management by a so called contractor, can be deemed to be the employee of the principal-employer? Without quoting the relevant paragraphs, I will apply the ratio of the judgment in the fact and circumstances of the presence references and industrial disputes.

Thereafter, Hon'ble the Apex Court in GM. ONGC Shilchar versus ONGC Contractual Workers Union, 2008 LLR 801 has also dealt with the issue in specific terms.

Hon'ble the Apex Court in GM ONGC Shilchar's case (supra) has also relied upon the principal laid down by Hon'ble the Apex Court in Steel Authority of India Limited's case (supra). Hon'ble Punjab & Haryana High Court in FCI and other versus Presiding Officer Central Government Industrial Tribunal-cum Labour Court-I Chandigarh and others 2008 I.L.R 391, on relying upon the principles laid down by Hon'ble the Apex Court in Steel Authority of India Limited's Case (supra) and G.M. ONGC Shilchar's case (supra) has also dealt with the issue of employer and employee relationship between the workman and the management of any organization. Hon'ble Punjab & Haryana High Court in the said judgment has also dealt with the circumstances under which a contract can be held to be camouflage, shame, merely an eye wash and just a paper arrangement. If the ratio of all the judgments mentioned above is taken into considered every workmen has to be established the following facts:

- (1) That their existed a master and servant relationship between the workman and the management (workman was directly engaged by the management).
- (2) That the workman was under the administrative control of the management.
- (3) That there was no contractor in between the management and the workmen.
- (4) That the payment of wages was made good by the management to the workman directly and not by the contractor.
- (5) At the cost of the repetition the remittance rolls for the payment of wages were made by the management and not by the contractor.

If the above mentioned ratio of the judgments mentioned above are applied to the present industrial disputes, it is clear that workman failed to prove that they were appointed/engaged by the management of telecommunication. Every workman has stated in very clear terms that no appointment letter was given to any of them by the management. The above mentioned facts have to be proved by the workmen. There is no iota of evidence on record to prove that any of the workmen was under the administrative control of the management. No documents except the affidavit and oral contention regarding the affidavit have been filed by the management to prove their initial appointment, administrative control over them and the payment of wages. It is settled law of service jurisprudence that to discharge the burden of prove, mere filing the affidavit is not sufficient. Some cogent evidence has to be field by the workmen to prove that they were appointed directly by the management, they were under the administrative control of the management and they were paid wages by the management directly. If the workmen are able to prove above facts, they will be treated

directed under the service of principal employer irrespective of any Contractor in existence to supply contract labour. Under such circumstances the contract shall be deemed to be camouflage, shame and arbitrary just as the paper arrangement to make the payment good to the workman and to prevent the workmen for claiming their rights under the Industrial Disputes Act. But it is not the case in the present industrial disputes. Contract agreement is on record. Documents regarding the payment of wages are also on record. Few workmen in their evidence recorded before the Tribunal admitted that some person used to visit the office of the management for payment of wages. They also admitted that payment was also made good by the Contractor in the presence of the SDO. For the administrative control, the workman also failed to file any cogent evidence like sanction of leave application, disciplinary action taken by the management etc. Thus, the workmen have also failed to prove that they were under the administrative control of the management of telecommunication.

In five industrial disputes it has been mentioned by the workman that they were paid directly. Certain documents have been filed by the workmen to prove this contention. In ID no. 216/2000 the documents filed are of the period which has nowhere mentioned even in statement of claim of the workmen. The workmen have said to be engaged with the management on 01-09-1992 and have claimed to be terminated from the services on 28-02-1999 but the documents filed by the workmen are for the year 1986-87. Regarding this period the workmen has not mentioned anything even in his statement of claim. In ID no. 231/2000 the documents filed by the workman does not disclose the proper identity of the workmen. In ID no. 82/2002 the documents filed by the workmen does not bear the name and signature or seal of any authority representing the Telecommunication. These are the photocopies of certain documents which do not bear the signature, seal and designation of any authority. In ID no. 304/2000 and 335/2000 the attendance sheet bears the name and signature of the contractor. Thus, none of the file bears any authentic document to prove that workmen were directly engaged by the management and was paid wages directly by the management.

The department of telecommunication has filed the record relating to the payment of wages through contractor. This has been challenged by learned counsel for the workman on the ground that it is not mentioned in these documents to whom the payment is made good and for what workmen the payment was made good? The evidence of WWI Shri Ashok Kumar and Shri Ramesh Mittal makes it clear that contract was to supply the labour in numbers for a particular work and not by name. The contractor was at liberty even to change the workers everyday. Department was counting the workers in number and has no concern with the identify of the workmen. On the basis of the number

of workers, the bill was prepared by the contractor. The officers of the telecommunication used to verify the bills by going through the work executed by the labour and the bills were accordingly passed. This system, as per the arguments of learned counsel for the workman, is against the provisions of Contract Labour (Regulation and Abolition) Act 1970. The violation of any provision of the above Act are to be dealt with in another issue. For the purpose of this issue, I am of the view that none of the workman was directly appointed by the management. None of the workmen was under the administrative control of the management and the payment of wages were made good by the management to the contractor, and thereafter, by contractor to the workmen. Thus, this issue is disposed off with the direction and finding that contract was not camouflage. It was a legally binding and enforcing contract between the management and the contractor.

Issue no. 3 is regarding the illegality and irregularity in making control and supply contract labour. Number of instances has been mentioned by learned counsels for the workmen regarding illegality of contract. As per learned counsels for the workmen, there was no permanent office of the contractor. No documents were supplied by the contractor. There were irregularities in entering into the contract. Contract for complete period has not been filed. On irregularities in supplying of labour, learned counsel for the management has argued that in spite of irregularities and illegalities, the contract labour cannot be treated as the employees of the principal employer. Learned counsel for the workman has stressed upon the issue of violation of Contract Labour (Regulation and Abolition) Act 1970. In Steel Authority of India Limited's case (supra) the issues of violation of the provisions of Contract Labour (Regulation and Abolition) Act, 1970 have been dealt with in detail. Under what circumstances the contract may held to be camouflage and shame has been discussed in previous issues? It depends on facts and circumstances of each case whether the contract execute in between the management and the contractor is camouflage and shame? The Court has to see whether there is any genuine contractor, whether there is proper master servant relationship and whether administrative control over the workman was that of the management? The term contract is defined in the Indian Contract Act. All the agreements enforceable by law are contracts. Agreements are made by two persons when they agree on the same thing in the same sense. The contract may be in oral or in writing. If the management and the Contractor agreed on the same thing in the same sense, there was a enforceable agreement and contract between them. When there is an enforceable agreement and contract, whether the workman can be treated under direct administration of the management of telecommunication on account of violation of provisions of Contract Labour Regulation and Abolition Act, 1970? It is the issue of law and has very limited concern with the facts. This issue of law has been raised by learned counsel

or the workman very forcibly. There may be several conditions to constitute the violation of any provisions of Contract Labour (Regularization and Abolition) Act 1970. There may be a case where practice of contract labour is prohibited by appropriate Government under Section 10(1) or the Act. There may be another issue regarding registration of the principal employer under Section 7 of the Act. There may one more issue regarding licenses by the contractor under Section 12 of the Act. The issues raised before the Tribunal is whether on account of any irregularity and illegality between the contractor and the management, if any, or any provisions of Contract Labour (Regulation and Abolition) Act, 1970 have been violated, the workman shall be deemed to be the employees of the principal employer (Telecommunication)?

This issue has been settled by Hon'ble the Apex Court in Steel Authority of India Limited's case (supra). Moreover, Hon'ble Punjab & Haryana High Court in FCI and Others Versus Presiding Officer Central Government Industrial Tribunal -I and Others, 2008 1 LLR 1931 has decided the issue after relying upon the ratio of Steel Authority of India Limited case (supra). Without quoting the relevant paragraphs of above mentioned judicial pronouncements, I am applying the ratio of the judgment that on account of violation of any provisions of Section 7, Section 10 and Section 12 of the Contract Labour (Regulation and Abolition) Act, 1970, the contract labour cannot be deemed to be the direct employees of the management of Telecommunication. In case of violation of the above mentioned provisions of the Act, only penal provisions mentioned under Sections 23 & 25 of the Act are attracted. Hence, it is nowhere provided that such employees through the contractor would become employees of the principal employer. Thus, this issue is answered with the direction that on any irregularity or illegality in the contract or supply of contract labour or in penal provisions mentioned under Sections 23 and 25 of the Contract labour (Regulation and Abolition) Act, 1970 shall follow and none of the workmen can be deemed to be the employee of the principal employer. Moreover, the law prefers the lawful recruitment. If such practice is adopted that on account of irregularity and illegality in making the contract or supplying the contract labour, the contract labour is deemed to be the direct employees of the management, the very purpose of law preferring the lawful appointment will be frustrated. It is not the intention of the legislature. Legislature intends regular and lawful appointments against substantial vacancies and cannot permit to bye-pass this process.

The next issue is regarding supply of labour without identity of the workman. It is a well established before this Tribunal that contract was to supply the contract labour in numbers. The documents also make it clear that some times the bill was made to the contractor in number of labour supplied and sometimes by name. In both of the conditions,

in my view, it was lawful for the contractor to supply the labour in numbers or by name. If the labour is supplied in number and after execution of work payment is also made good to the contractor on the basis of the number of labour supplied, it is not bad in law. Thus, law permits the management and the contractor to enter into such contract for supplying of labour in number even without disclosing the identity of the person. If this act is not against the provisions of the law that is deemed to be good and valid. Any agreement can only be frustrated when it is barred by law. Learned Counsel for the workman Shri Amit Sharma has raised another issue that it violates Article 21 of the Constitution regarding right of personal life and liberty. Learned counsel argued that on supply the contract labour in number, the Contractor and the Management have undermined the dignity of the workers. At least it should have come before the Tribunal that the contractor has supplied a particular labour for doing a particular work. Learned counsel has argued that the very contract is violative of Article 21 of the Constitution. Article 21 of the Constitution is relating to life and personal liberty of human being. Article 21 provides that State shall not denied the right to life and personal liberty of any person without the procedure established by law. Article 21 contended the very important fundamental right which cannot be violated otherwise than the procedure established by law and the procedure should also be reasonable. The purpose beyond the contract was the execution of work through the contract labour. The work was executed and the payment was made good to the contractor. In none of the case, the workman has challenged the payment of wages by contractor to the workman. It is not in question that the contractor failed to make the payment good to the workman. If the work was discharged by the workman and the payment was made good to him, the disclosure of identify makes no different. The motive of the workmen was to get the work done and received wages for livelihood and it was satisfied.

Moreover, this was under the scheme of the Central Government, the work was carried through the contract labour. So, the procedure for supplying the labour in number was in existence and I am unable to smelt any violation of the provisions of Article, 21 of the Constitution. The vires of the scheme is not subject matter before this Tribunal and cannot be because of the limited jurisdiction conferred upon this Tribunal.

Without commenting on the procedure, law and regulations, I am personally pained by this contractual system. But my personal views cannot over sight the provisions of law. As a disciplined judicial officer, I am bound to abide by the law and my personal feelings and sentiments have no role to play and cannot obstruct the way of justice delivery by law. I have also one more feeling that workmen themselves are responsible from such contract system. Decline in discipline and deterioration in work culture in organization, in my view, has been main cause for

introducing this contract system. To improve the work culture and decorum in the office was cause for introduction of such scheme. Otherwise then this, the Tribunal has no jurisdiction to say anything about the Government scheme. The Tribunal has to confine itself to the references referred by the Central Government.

I have answered all the issue including the last issue that none of the workman was directly engaged or appointed by the management. They have not directly worked under the administrative control of the management and payment of wages were made good by the contractor and not by the management. Accordingly, on last issue which is regarding relief I am of the view that none of the workmen is entitled for any relief. All the references are accordingly answered. Let Central Government be approached for publication of award, and thereafter, file be consigned to record room.

G. K. SHARMA, Presiding Officer

नई दिल्ली, 21 जुलाई, 2010

का.आ. 2008.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बी.एस.एल. एल. के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारियों के बीच अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं. 2, चण्डीगढ़ के पंचाट (संदर्भ संख्या 1283/2006) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-7-2010 को प्राप्त हुआ था।

[सं. एल- 40012/74/2005 आई.आर.(डी.यू.)]

जोहान तोपनो, अवग. मांचव

New Delhi, the 21st July, 2010

S.O. 2008.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 1283/2006) of the Central Government Industrial Tribunal cum Labour Court No. II Chandigarh as shown in the annexure, in the industrial dispute between the employers in relation to the management of BSNL and their workman, which was received by the Central Government on 21-7-2010.

[No. L-40012/74/2005-IR (Dy.)]

JOHAN TOPNO, Under Secy.

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-II, CHANDIGARH

Present : Sri A.K. Rastogi, Presiding Officer

Case No. I.D. 1283/2K6

Instituted on 29-06-2006

Balwant Singh S/o Shri Mukhtiar Singh

R/o Vill. Jandi, Ludhiana (Pb.)

...Applicant

Versus

1. The Divisional Engineer
(Telecom Project), BSNL,
Karunamaya Building, Parimahal Enclave,
Kasumpti, Shimla (HP)

2. The Divisional Engineer (Telegraphs),
Deptt. of Telecom, Sanatan Dharam Building,
Shimla (HP)

....Respondents

APPEARANCES

For the Workman : Sh. R.K.Singh Parmar, AR.

For the Management : Sh. Sanjay Kashyap, AR.

AWARD

Passed on 7 July 2010

Government of India vide Notification No. L-40012/74/2005 (IR (DU)) Dated 16-01-2006 read with order No. 40012/74/2005-IR(DU) Dated 9-6-2006 and Corrigendum dated 11-08-2006 by exercising its powers under Section 10 Sub-section (1) Clause (d) and Sub Section 2A of the Industrial Disputes Act, 1947 (hereinafter referred as the Act), has referred the following Industrial dispute for adjudication to this Tribunal:

"Whether the action of the management of BSNL, Shimla in terminating the services of Shri Balwant Singh, Ex-Mazdoor, w.e.f. 8-4-99 without complying with the provisions of the ID Act, 1947 is unjustified and illegal? If not, to what relief the workman is entitled to?"

As per claim statement the claimant was appointed by the respondents as Daily Rated Mazdoor as per recruitment rules and he worked continuously from 1-2-1994 to 27-9-1997. Thereafter, he could not attend the duties on account of his illness. On recovery, he went to report for duty on 9-4-1999 along with Medical and Fitness Certificates, but instead of taking him in the service, the respondents terminated his services without issuing any Show, Cause Notice or paying one month wages in lieu of notice period and retrenchment compensation. The claimant has further stated that on 30-3-1999 respondent No. 3 sought the permission from the Office of Chairman-cum-Managing Director for treating the absence of the applicant on Medical grounds as leave without salary. In the meantime, Chairman-cum-Managing Director issued orders also that the period of absence due to illness and the circumstances, which are beyond the control of the Mazdoor be treated as part of duty for the purpose of counting number of days put in by the Mazdoor. But in spite of that order, the workman/claimant got letter from the Chairman-cum-Managing Director itself, stating that nobody in the respondents' office is competent to condone the break in service for the period, which is more than one

year. Respondents wrongly assumed that there was a break in the claimant's service during absence for treatment. It has also been stated in the claim statement that the absence from duty is misconduct, but his services were terminated without any Charge-sheet and enquiry and without any opportunity for hearing. Moreover, his services were terminated by order dated 21-4-1999 w.e.f. back date i.e. 8-4-1999, which is not maintainable. He had put in more than 240 days of service in each completed year of service. Juniors to the claimant were retained in service and fresh hands were also recruited, but for the claimant there was no work as is evident from the termination order. The claimant has claimed his reinstatement in service with full back wages and all attendant benefits.

In a very lengthy reply running into 17 pages, the case of the respondents is that the claimant was only a Daily Rated Mazdoor and not a regular Mazdoor or T.S.M. even. He had been engaged on day to day basis whenever there was work available with the respondents. The engagement of the claimant as Daily Rated Mazdoor was terminated with effect from 8-4-1999 due to non-availability of work. The claimant never informed about his illness to the respondents and the Medical Certificates produced by him are false and obtained from obliging Medical Practitioners who are not authorized by the Department of Telecom. In fact, the claimant himself abandoned his service. He had not put in continuous service for 240 days immediately preceding the termination of service and, therefore, he is not entitled to any benefit under Section 25F of the Industrial Disputes Act. There is a ban on recruitment on Daily Rated Mazdoors and the claimant cannot be engaged as such now, nor there is any work available for the Daily Rated Mazdoor. There is no legal requirement for Department of Telecommunication to hold any enquiry against or Charge-sheet the claimant for any misconduct as alleged. The termination is legal and valid.

The parties have unnecessarily raised a bogey of long absence of claimant from duty, which according to the claimant was on account of the illness and according to the respondents on account of his abandoning the job. As it is clear from para 17 of the claim statement and para one (last lines) from the reply of the respondents, the services of the claimant were terminated due to non-availability of work. I need not discuss the justification or otherwise for the absence of the claimant and the various documents filed by the parties on this point. The simple question involved in this reference is:

"Whether on the date of termination of service i.e. 8-4-1999 of the claimant, the management had the work for claimant? If not, whether the action of the management/respondents in terminating the services of the claimant without complying with the provisions of Industrial Disputes Act, 1947 is justified and legal?"

In the matter the claimant has filed his affidavit and certain documents, which are mostly related to his illness, while the respondents has filed the affidavit of one Chint Ram, Divisional-Engineer (Telecom) in the office of General Manager Telecom, Shimla. They also have filed certain documents; most of them are also not relevant for the purpose of this reference. The most relevant rather only relevant document is the claimant's document Ex. WW-1, which says that the services of the workman are terminated with effect from 08-04-1999 due to non-availability of work. In his affidavit the claimant has stated that juniors to him were retained in service and fresh hands are also being recruited. But the plea has not been substantiated by any documentary evidence. Neither the workman summoned any record from the respondent nor the witness of the respondent was cross-examined on this point. During cross-examination, the respondent witness Chint Ram has stated that on the date of termination, the work was not available with the management.

Now the question arises whether the workman is entitled to the benefit of Section 25F of the Industrial Disputes Act? Section 25F makes a provision of one month's notice in writing or wages for the notice period and payment of retrenchment compensation to a retrenched employee, who had been in continuous service for not less than one year. Under Section 25B a deeming clause has been provided, according to which a workman shall be deemed to be in continuous service for one year if he during a period of 12 calendar months preceding the date of his retrenchment actually worked for 240 days. Here the workman was not working for the last more than 1½ year before his retrenchment. Obviously, he is not entitled to the benefit of Section 25 F of the Act.

As it has been stated above, there is no evidence to show that the juniors to the claimant were retained in service and the provisions of Section 25G were violated. Nor there is any evidence that any person was recruited by the respondents after the retrenchment of the claimant in violation of Section 25H of the Industrial Disputes Act. Therefore, there is no violation of provisions of the Industrial Disputes Act in the case. The action of the management in terminating the services of the workman is justified and legal. The claimant is not entitled to any relief. Reference is answered accordingly, against the claimant workman. Let a copy of the award be sent to the Central Government for further necessary record to be consigned after due compliance.

ASHOK KUMAR BASPALL, Presiding Officer

नई दिल्ली, 21 जुलाई, 2010

का. आ. 2009.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसूची में, केंद्रीय सरकार बी.एस.एन.एल.

के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण नं.-1, चण्डीगढ़ के पंचाट (संदर्भ संख्या 209/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-7-2010 का प्रेषित हुआ था।

[सं. एल-40012/122/2002- आई आर (ड्यु)]

जोहन तोपनो, अवर सचिव

New Delhi, the 21st July, 2010

S. O. 2009.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 209/2002) of the Central Government Industrial Tribunal-cum-Labour Court No.1, Chandigarh as shown in the Annexure in the industrial dispute between the employers in relation to the management of BSNL and their workman, which was received by the Central Government on 21-7-2010.

[No. L-40012/122/2002-IR(DU)]

JOHAN TOPNO, Under Secy.

ANNEXURE

**BEFORE SHRI GYANENDRA KUMAR SHARMA,
PRESIDING OFFICER, CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-1,
CHANDIGARH**

Case I. D. No. 209/2002

Smt. Rajo Devi, H.No. 4502, Sector-46-D, Chandigarh

Applicant

Versus

The Executive Engineer (T), BSNL, Elect. Division, Chandigarh

Respondent

APPEARANCES

For the Workman : Shri Amit Sharma

For the Management : Shri Anish Bahl

AWARD

Passed on : 23-6-10

Government of India vide notification no. L-40012/122/2002-IR(DU), dated 21-10-2002 by exercising its powers under Section 10 of the Industrial Disputes Act, (the Act in short) has referred the following industrial dispute for adjudication to this Tribunal :

“ Whether the action of the management of BSNL in terminating the service of Smt. Rajo Devi, Ex-Part

time sweeper is just and legal? If so, what relief the workman is entitled to?"

After receiving the reference, parties were informed. Parties appeared and filed their respective pleadings. The contention of the workman in nut shell is that she has worked as part time sweeper (safaiwala) from 1992 to 27th of August 2001. As per the policy decision circulated vide circular letter no. 269-13/99-STN-II, dated 25-08-2000, she was eligible for affording the status of full time casual labour, but this benefit was illegally denied to her. She requested number of times for this benefit. In spite of affording this benefit, her services were terminated on 27-01-2001 against the provisions of Section 25 F of the Industrial Disputes Act. No notice or one month wages in lieu of notice and retrenchment compensation was paid before her termination. She has completed 240 days of work in the preceding year from the date of her termination. The workman has further contended that her juniors were afforded the status of full time sweeper and later on their services were regularized by the department of Telecommunication. This action of the management is against the provisions of Section 25 H of the Industrial Disputes Act.

The management appeared and contested the claim by filing written statement. Preliminary objections was raised that the workman was appointed as part time sweeper by the department and she was accordingly not entitled for the protection of the provisions of the Industrial Disputes Act. She was working for less than 4 hours. Accordingly, she can not claim the benefit of the circular mentioned by her. It was also contended by the management that before raising the industrial dispute, the workman filed a petition before the Central Administrative Tribunal and in compliance of the directions given by the Central Administrative Tribunal, her representation was considered and disposed off by the management.

It was further contended by the management that the workman has failed to disclosed the material fact of her working with M/s. IDS Infotech Ltd. SCO no. 134-135 Sector-34 A, as full time sweeper. That is the reason her services were terminated by the department.

Both of the parties were afforded the opportunity of being heard. Oral evidence was recorded. Relevant documents were also placed on record. I have heard the parties at length.

In evidence, the management has claimed that the workman has voluntarily surrendered her services as she was working somewhere else, whereas, in its reply the management has not hesitate to write that her services were terminated because she was working somewhere else as full time worker having no time for the management. The workman denied it. The workman stated that she was working with the M/s. IDS Infotech Limited after her termination from the services by the management.

Smt Rajo Devi was cross-examined by the management in detail on two occasions, namely on 10-09-2008 and 09-10-2008. The workman denied in her cross-examination for her working as full time worker with the IDS Infotech Limited in the period while working with the management. It was the issue to be proved by the management. Apart from the oral version and oral contention only one document have been placed on record said to be issued by the IDS Infotech Limited. It was the photocopy of the bank document for the month of June 2001. At serial no. 1 the name of Smt. Rajo Devi, whereas, at serial no. 2 the name of Lakhpat Pandit is mentioned. Not a single question has been asked by the management from the witness that the name at serial no. 1 is the name of the workman. The management has pleaded that while working as part time sweeper, the workman has also worked in IDS, Infotech Limited. Apart from this photocopy, no other document or oral evidence has been placed before this Tribunal. IDS Infotech is having the office at Chandigarh as informed by the management. No witness from IDS Infotech Limited has been summoned nor any report from IDS Infotech to prove the fact, failed to prove that Smt. Rajo Devi was working with the IDS Infotech during the period she has also worked as a part time sweeper with the management.

The management has also failed to prove that the name at serial no. 1 Smt. Rajo Devi is the same person who had worked with the management during the period in question. Thus, the plea of management that Smt. Rajo Devi was working with IDS Infotech Ltd. during the period she was working as part time sweeper with the management cannot be relied upon.

Another objection raised by the management is that she was working for less than three hours (2.55 hours every day). She was not entitled for the protection of the provisions of the Industrial Disputes Act. This contention of the management cannot be accepted because Industrial Disputes Act is a beneficial legislation for the protection of the interest of the workman. This legislation creates the embargo on illegal termination of the workman. Even a part time sweeper or part time labour is included in the definition of the workman and if other conditions have been fulfilled termination of the part time sweeper is also protected under the legislative embargo. Meaning thereby, the services of the part time sweeper can only be terminated as per the provisions of the Act. It is not disputed that in the year 2001 when the workman was disengaged, she has not completed 240 days of work in the preceding year. At one place the management has stated that her services were terminated because she was working as full time sweeper somewhere else, whereas, in evidence it has also come before this Tribunal that workman voluntarily surrendered her services. The issue raised by the management that workman was working somewhere else

as part time sweeper during the period in question has not been proved.

The further issue raised by the management is that she was not given the protection of the circular letter mentioned above because she was not entitled for the benefits of the circular letter. In reply, the workman has filed certain documents relating to the services of Smt. Maya Devi who was engaged by the management as part time sweeper in the year 1993. She was given the benefit of the same circular letter, whereas, the same benefit was denied to the workman. Smt. Maya Devi, as per the records available to the Tribunal, was a part time sweeper. She was given the benefit of the above mentioned circular letter in 2004 and as per the directions of the Hon'ble High Court her services were regularized by the department. From the documents on record, it is also evident that Smt. Maya Devi was also working less than 4 hours like the workman. Thus, management has adopted two standards in implementation of the circular letter which is violative of Article 14 and 21 of the Constitution. Witness of the management was asked about Maya Devi, he has shown his ignorance. The witness has only stated that the case is not related to his office. When a circular order is issued by the management that is to be implemented without any discrimination in entire territorial jurisdiction of the management. It cannot be said that the circular letter was applicable in particular office and was not applicable to another office. Smt. Maya Devi undoubtedly was junior to the workman. She was similarly situated as the workman. She was working less than 4 hours as part time sweeper like the workman. She was given the benefit of the circular letter and was afforded the status of full time sweeper, whereas, the benefit was denied to the workman. Two similarly placed person are working in different office under one organization cannot be differentiated if a circular letter was issued by the management for a common cause of a particular class. Circular letter was issued for a particular class of those part time sweeper who was working in entire territory of management in any office. It is not open to the department of the management to implement it arbitrarily. So contention of the management that full time status was not afforded to the workman as she was not eligible, is not acceptable, as similarly placed workman was afforded the full time status under the same circular letter, whereas, the benefit was illegally denied to the workman. It supports the contention of the workman that she was illegally denied the benefits because she has approached the Central Administrative Tribunal for redressal of her grievances.

Article 14 of the Constitution is related to the right to equality. The State cannot denied the equality before the law and equal opportunity of laws within the territory of India. In this case, Article 14 has been violate because the similarly placed person Smt. Maya Devi was given the benefit of the circular letter, whereas, the workman was

denied. This act of the management is violative of Article 14 of the Constitution.

Smt. Maya Devi was engaged in the year 1995 without affording the opportunity to the workman to work even as a part time sweeper after her illegal retrenchment.

For the reason mentioned above, I am of the view that workman Smt. Rajo Devi was entitled for the protection of the Act. She was illegally terminated from the services. No notice, one month wages in lieu of notice and retrenchment compensation was paid to her at the time of retrenchment. Fresh hands were engaged by the management without affording him the opportunity to work. She was arbitrarily denied the benefits of the circular letter no. 269-13/99-STN-II, dated 25-08-2000 regarding conversion of part time sweeper into full time regular mazdoor/sweeper.

Accordingly, the termination of the workman was illegal being against the provisions of the Act. As per the present trend of service jurisprudence, there are two remedies available to the workman. Reinstatement of the workman into the services and reasonable compensation. It is settled law of service jurisprudence that where fresh hands were engaged and right to work of a senior person has been ignored, the only remedy available is the order of reinstatement. Accordingly, the management is directed to reinstate the services of the workman within one month from the date of publication of the award. The management is further directed to consider the case of the workman Smt. Rajo Devi on the same lines that of Smt. Maya Devi and to covert her as full time Sweeper from part time sweeper in compliance of the circular no. 269-13/99-STN-II, dated 25-08-2000 within one month from the date of publication of the Award. Management is further directed to consider and provide with the benefit to the workman Smt. Rajo Devi in the same terms as given to Smt. Maya Devi from the date of circular order and that too within one month from the date of publication of Award. Accordingly, reference is answered. Let Central Government be informed for publication of award, and thereafter, file be consigned to record room.

G. K. SHARMA, Presiding Officer

नई दिल्ली, 21 जुलाई, 2010

का. आ. 2010.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डी आर एम पश्चिम मध्य रेलवे, कोटा मंडल के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जयपुर के पंचाट (संदर्भ संख्या 18/08) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-7 2010 को प्राप्त हुआ था।

[सं. एल-41011/6/2008-आई आर(बी-1)]

जोहन तोपनो, अवग मधिक

New Delhi, the 21st July, 2010

S. O. 2010.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (CGIT ID No. 18/08) as shown in the Annexure, in the industrial dispute between the management of The Divisional Railway Manager, Paschimi Madhya Railway, Kota Mandal, Kota (Raj.) and their workmen, received by the Central Government on 21-7-2010.

[No. L-41011/6/2008-IR(B-I)]

JOHAN TOPNO, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JAIPUR

PRESENT

N. K. PUROHIT, PRESIDING OFFICER

I.D. 18/08

Reference No. L-41011/6/2008-IR (B-I) dated 30-5-2008

The Working President Paschimi Madhya Railway
Karamchari Parisha Shree Ram Mandir Parisar, Kota
(Raj.)

V/s

The Divisional Railway Manager Paschimi Madhya
Railway Kota Mandal, Kota (Raj.)

AWARD

29-06-2010

1. The Central Government in exercise of the powers conferred under clause (d) of sub-section 1 & 2(A) of Section 10 of the Industrial Disputes Act 1947 has referred the following industrial dispute to this tribunal for adjudication which is as under :

“क्या मण्डल रेल प्रबंधक पश्चिमी मध्य रेलवे, कोटा मंडल, कोटा द्वारा श्री मोहन लाल शर्मा को मॉडकल आधार पर सेवा-निवृत्ति देने के पश्चात् पेंशन लाभ से वंचित करने की कार्यवाही विधि एवं न्याय संगत है? स्व. मोहन लाल शर्मा एवं उनकी धर्मपत्नी कविता शर्मा किस राहत के और कब से अधिकारी है?”

2. None has appeared on behalf of either parties despite service of registered notice.

3. In the above factual backdrop, resultantly no matter could be placed before the Tribunal to adjudicate the reference on its merit. It appears that the claimant Union is not willing to contest the case. Thus under these circumstances “No Claim Award” is passed in this matter. The reference under adjudication is answered accordingly.

4. Award as above.

N. K. PUROHIT, Presiding Officer

नई दिल्ली, 21 जुलाई, 2010

का. आ. 2011.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार चम्बल क्षेत्रीय

ग्रामीण बैंक के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण जबलपुर के पंचाट (संदर्भ संख्या सीजीआईटी/एलसी/आर/27/94) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-7-2010 को प्राप्त हुआ था।

[सं. एल-12012/148/93-आई आर(बी. I)]

जोहन तोपनो, अवर सचिव

New Delhi, the 21st July, 2010

S. O. 2011.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (CGIT/ LC/R/27/94) as shown in the Annexure, in the industrial dispute between the management of Chambal Kshetriya Gramin Bank, Morena and their workman, received by the Central Government on 21-7-2010.

[No. L-12012/148/93-IR(B-I)]

JOHAN TOPNO, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR

NO. CGIT/LC/R/27/94

PRESIDING OFFICER : SHRI MOHD. SHAKIR HASAN

Shri Shankar Lal Arora,
S/o Shri Heera Nand Arora,
Udaji Ki Payagga,
Janakganj, Lashkar,
Gwalior

... Workman/Union

Versus

The Chairman,
Chambal Kshetriya Gramin Bank,
H. O. Jawajeeaganj,
Morena (MP)

... Management

AWARD

Passed on 5th day of May, 2010

1. The Government of India, Ministry of Labour vide its Notification No. L-12012/148/93-IR(B-I) dated 7-3-94 has referred the following dispute for adjudication by this tribunal :

“Whether the action of the management of Chambal Kshetriya Gramin Bank, Morena, in terminating the services of Shri Shanker Lal Arora w.e.f. 6-7-92 is legal and justified? If not, to what relief the workman is entitled?”

2. In this reference, the award dated 8-3-2001 was earlier passed by this Tribunal whereby the reference was answered against the workman and in favour of the management.

3. The workman Shankar Lal Arora preferred a Writ Petition No. 919/2001 before the Hon'ble High Court of Madhya Pradesh, Jabalpur against the award dated 8-3-2001. The Hon'ble High Court of Madhya Pradesh, Jabalpur quashed the award dated 8-3-2001 on 18-4-2006 and remitted back to the Tribunal for deciding the case in accordance with law on the basis of the evidence on record after giving opportunity of hearing to the parties. While remanding back the case to the Tribunal, the Hon'ble Court held at Paras 4 and 5 which are reproduced below :

"The petitioner in his oral evidence very specifically stated that he had worked for more than 240 days in a preceding year and in support of the said oral evidence, he filed documents Exhibit M/9 to M/17 and from the above documents, it is duly proved that he had worked for more than 240 days. Learned Counsel for the petitioner also drew my attention to the statement of Bank witness Shri H.S. Tomar, who in Paras 13, 14, 15 and 17 very specifically admitted that the petitioner had worked for more than 240 days. The respondent No. 2/Tribunal without giving any specific finding on the issue whether the petitioner has worked for more than 240 days, dismissed the application on the ground that he was not in the regular employment of the Bank, and therefore, he is not entitled for reinstatement with back wages in the instant case. The petitioner in his evidence has stated that during his service period, he worked every day from 10.00 AM to 5.00 PM and from the date of his employment, he remained unemployed.

The Apex Court in the case of R.M. Yellatti v. Assistant Executive Engineer, (2006) 1 SCC 106 has held that the burden of proof lies on workman to prove that he had worked for 240 days continuously in service by adducing cogent evidence both oral and documentary. In the instant case, the petitioner workman discharged his burden by adducing cogent evidence both oral and documentary and proved that he worked for more than 240 days in a given year. The respondent No. 2/Tribunal without considering the oral and documentary evidence gave a finding and has drawn adverse inference against the petitioner. The finding recorded by the Tribunal is contrary to record and, therefore, I am of the considered view that the matter is remitted back to the Tribunal for deciding the case in accordance with law on the basis of the evidence on record."

4. The case of the workman in short is that the workman Shri Shankar Lal Arora was initially appointed as a peon for 89 days w.e.f. 2-4-91 at Gaheli Kanathar branch and was terminated verbally by the Branch Manager on 15-6-91. On his representation, the Chairman appointed him by verbal order in Malanpur Branch of the Bank. He was engaged for full time on wages of Rs. 10 per day. The daily wages was enhanced to Rs. 14 per day from November 1991. He was sent to Goras Tehsil Shivpuri from 22-8-91 to 25-8-91 against leave vacancy. Again he was engaged in Malanpur branch on 26-8-91 to work as a peon

and worked till 6-7-92. Thereafter he was terminated by the Branch Manager, Malanpur without complying the provision of Section 25-F of the Industrial Dispute Act, 1947 (in short I.D. Act, 1947). He was neither given notice nor paid any retrenchment compensation. He had worked continuously for 240 days in twelve calendar months preceding the date of termination from his service. The workman claims to be reinstated with back wages.

5. The management case, inter alia, is that the workman was appointed as a part time temporary messenger in Gaheli Kanathar Branch of the Bank on 2-4-91 and worked till 14-6-91 and thereafter he left the job. It is denied that he made any representation to the Chairman of the Bank who had appointed him as a peon on verbal order. It is stated that the Branch Manager, Malanpur Branch engaged the workman as a part time casual sweeper for cleaning the branch office and paid wages @ Rs. 10 per day. The wages was subsequently enhanced @ Rs. 14 per day from 1-11-91. He was never engaged for full time work and was never engaged at Goras Branch. It is denied that he had worked as a peon. He had not worked continuously for more than 240 days in a calendar year and no unfair labour practice was exercised by the Management. He is not entitled to any relief under the provision of Section 25-F of the I. D. Act, 1947 and was never retrenched by the Bank. Under the circumstances, the workman is not entitled to reinstatement with back wages.

6. The following issues are framed for adjudication:

1. Whether the workman is entitled to reinstatement with back wages?

2. If so, to what relief the workman is entitled?

7. Issue No. 1:

The workman has adduced only his evidence in the reference. The workman in his evidence at Para 10 has given a chart of calculation to show that he worked for 240 days from 18-6-91 to May, 1992 during a period of twelve calendar months preceding the date with reference. This shows that he shall be deemed to be in continuous service for a period of one year under the provision of Section 25(B) (2) of the I.D. Act and he shall be treated as retrenched workman. Admittedly no notice or compensation was paid under the provision of Section 25-F of the I.D. Act. He has also emphatically stated in his evidence that he had worked for full time.

8. On the other hand, the management has also adduced one witness and has also adduced documentary evidence in the case. The documents filed by the management are admitted by the workman and are accordingly marked as Exhibits. Exhibit M/2 is the letter of the Branch Manager, Malanpur to the Chairman of the Bank regarding information of engagement of the workman Shri Shankar Lal Arora by the verbal order of the Chairman from 18-6-91 till the date of letter. This admitted document proves the facts of the workman that he was

engaged on the verbal order of the Chairman. Exhibit M/3 is another letter dated 6-5-92 of the Branch Manager to the chairman seeking instruction with respect to the workman who was continued as casual employee. This letter further shows that till 6-5-92, the workman was continuing as casual labour within the knowledge of the chairman. Exhibit M/6 is the letter dated 7-5-92 of the Chief General Manager to branch Manager, Malanpur to follow the instruction of Circular No. 19/2244 dated 3-12-91. This shows that till May 1992, the workman was engaged as a casual daily wages employee. This fact is also corroborated from the evidence of the workman. The said circular is marked as Exhibit M/7. It was directed by the said circular for not engaging the casual daily wages employee for more than 240 days in a calendar year. It appears that till May 1992, the workman had completed 240 days.

9. The management has also filed photocopies of the vouchers which are marked as Exhibit M/9 to M/17. These vouchers are also admitted by the workman. The vouchers show that the wages were paid to the workman from June 91 to May 92. The same calculation is given in the evidence of the workman at Para 10. It is evident and no doubt that the workman had worked 240 days in twelve calendar months preceding the date of reference. The management witness Shri H.S. Tomar has also admitted these documents and has stated that the workman worked for 240 days. Thus the oral and documentary evidence of the management have established that the workman was engaged on verbal direction of the Chairman and had worked for 240 days during the period of twelve calendar months preceding the date with reference. Issue is thus decided in favour of the workman.

10. Issue No. 2 :

There is no evidence on the record to show that the workman was noticed and was paid compensation before termination under the provision of Section 25-F of the I.D. Act. The management witness has also admitted that no notice or compensation was paid to the workman. I find that there is a violation of the provision of Section 25-F of the I.D. Act, 1947 and therefore the management is directed to reinstate the workman w.e.f. 6-7-92 with full back wages. Accordingly the reference is answered.

11. In the result, the award is passed without any order to costs.

12. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

MOHD. SHAKIR HASAN, Presiding Officer

नई दिल्ली, 21 जुलाई, 2010

का. आ. 2012.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक आफ

पटियाला के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय सं. 1, चण्डीगढ़ के पंचाट (संदर्भ संख्या 137/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-7-2010 को प्राप्त हुआ था।

[सं. एल-12012/71/2003-आई आर(बी-1)]

जोहन तोपनो, अवर सचिव

New Delhi, the 21st July, 2010

S. O. 2012.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 137/2003) as shown in the Annexure, in the Industrial Dispute between the management of State Bank of Patiala and their workmen, received by the Central Government on 21-7-2010.

[No. L-12012/71/2003-IR(B-I)]

JOHAN TOPNO, Under Secy.

ANNEXURE

**BEFORE SHRI GYANENDRA KUMAR SHARMA,
PRESIDING OFFICER, CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-1,
CHANDIGARH**

Case I.D. No-137/2003

Shri Darshan Singh C/o Shri T.C. Sharma 25, Sant Nagar,
Civil Lines, LudhianaApplicant

Versus

The Chief General Manager, State Bank of Patiala, Regional
Office-II(P), PatialaRespondent

APPEARANCES

For the Workman : Shri T.C. Sharma

For the Management : Shri N.K. Zakhmi

AWARD

Passed on : 23-06-2010

Government of India vide notification no. L-12012/71/2003-IR(B-I) dated 31-07-2003 by exercising its powers under Section 10 of the Industrial Disputes Act, (the Act in short) has referred the following industrial dispute for adjudication to this Tribunal :—

“Whether the action of the Management of State Bank of Patiala in terminating the services of Shri Darshan Singh S/o Shri Mann Singh, Ex-Person-cum-Frsh w.e.f. 26-01-1999 is legal and justified? If not to what relief the concerned workman is entitled and from which date?”

After receiving the reference, parties were informed

Parties appeared and filed their respective pleadings. On perusal of the pleadings of the workman, it is clear that workman has challenged his termination on the ground of illegality committed by the management. As per the workman no enquiry was conducted against him. No proper opportunity of being heard before his termination was afforded to him, and accordingly, his termination order is violative of principle of natural justice. The management on the other hand, has contended that the workman was deemed to be voluntarily retired from the services as per the provisions of 5th Bipartite Settlement/Award/Rules and Regulations of the respondent Bank prevailing at the time of case under reference. The management has mentioned all the relevant dates on which workman was unauthorized absent and the notice was served to him.

Parties were afforded the opportunity of being heard. I have perused the entire materials on record.

As per the 5th bipartite settlement, if any workman remained unauthorized absent for 90 days or more and has not shown the reasonable cause for his absence or failed to join the services on 30 days notice, he shall be deemed to be retired from the services on expiry of 30 days notice. Meaning thereby, if any workman remained unauthorized absent from the services for 90 days or more and thereafter, he has been served a 30 days notice to join the services or to explain the cause of his absence, he failed to explain the reason and join the services, he shall be deemed to be retired from the services. The requirement of 5th bipartite settlement is that a workman should be absent unauthorizedly for 90 days. He must be given a 30 days notice. On receiving the 30 days notice he failed to join the services or explain the reasons of absence, his services will be deemed to be voluntarily retired from the services on expiry of 30 days notice.

In this industrial dispute, it is the claim of the management that from 21-10-98 the workman absented from the services. There is also a mention in the written statement that prior to this period workman also remain absent but no notice was taken on his absence prior to that period and he was allowed to join the services. The management has taken notice of his absence from 21-10-98. He was deemed to be voluntarily retired from the services w.e.f. 26-01-99 vide letter dated 08-02-99. From 22-10-98 to 08-02-99 the workman has not remained absent for 3 months. This is requirement of 5th bipartite settlement that the workman should have been served a notice for 30 days on his unauthorized absent for 90 days or more. Thus, the order dated 08-02-99 treating the workman voluntarily retired from the services and terminating his services on his unauthorized absent has no legs to stand. The order is void and illegal for want of statutory notice after 90 days of unauthorized absent. It was a case of pre-mature notice which shall be deemed to be no notice. Accordingly, the termination of the workman is liable to be set-aside.

While passing such type of orders the Court/Tribunal

should also be cautious about the deterioration of the work, culture in Government departments. Administrative inaction and laxity should not be tolerated by any department and the Tribunal/Court should not encourage it while passing the orders. Accordingly, management is given an opportunity to conduct an enquiry on the unauthorized absent of the workman and all possible reasonable opportunity of being heard shall be afforded to the workman.

It is the case of the management that no enquiry was conducted. As per the provisions of bipartite settlement his services were terminated considering him to be voluntarily retired from services on account of his unauthorized absent. On account of unauthorized absent, the management has not complied with the statutory requirements. Accordingly, the termination was bad in law. The hands of the management were not tightened to conduct the regular enquiry for unauthorized absent of the workman. It was not done by the management and hurriedly order was passed treating the workman voluntarily retired from the services which was bad in law.

Accordingly, the termination order is set-aside. The management is directed to reinstate the services of the workman within one month from the date publication of award. The management shall be at liberty to conduct a regular enquiry on unauthorized absent of the workman and in this enquiry the issue of back wages shall also be decided by the enquiry officer. Let Central Government be approached for publication of award, and thereafter, file be consigned to record room.

Chandigarh

G. K. SHARMA, Presiding Officer

नई दिल्ली, 21 जुलाई, 2010

का. आ. 2013.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डी आर एम, सेंट्रल रेलवे, जबलपुर के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जबलपुर के पंचाट (संदर्भ संख्या सीजीआईटी/एल सी/आर/189/98 & 190/98) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-7-2010 को प्राप्त हुआ था।

[सं. एल-41012/67/97-आई आर(बी-1),

सं. एल-41012/68/97-आई आर(बी-1)]

जोहन तोपनो, अवर सचिव

New Delhi, the 21st July, 2010

S.O. 2013.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (CGIT/LC/R/189/90 & 190/98) as shown in the Annexure, in the Industrial Dispute between the management of Divisional Railway Manager, Central Railway, Jabalpur and their workmen, which was received by the Central Government on 21-7-2010.

[No. L-41012/67/97-IR(B-I),

No. L-41012/68/97-IR(B-I)]

JOHAN TOPNO, Under Secy.

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
JABALPUR**

PRESIDING OFFICER : SHRI MOHD. SHAKIR HASAN

No. CGIT/LC/R/189/90

Shri Devender Kumar,
S/o Shri Saudagar Singh,
H. No. 298, East Balebagh,
Jabalpur

...Workman/Union

Versus

The Divisional Railway Manager,
Central Railway,
Jabalpur

...Management

No. CGIT/LC/R/190/90

Shri Sudesh Kumar,
S/o Shri Banwari Lal,
286, East Balebagh,
Jabalpur

...Workman/Union

Versus

The Divisional Railway Manager,
Central Railway,
Jabalpur

...Management

AWARD

Passed on this 1st day of July, 2010

1. (a) The Government of India, Ministry of Labour vide its Notification No. L-41012/67/97-IR (B-I) dated 13-8-90 has referred the following dispute for adjudication by this tribunal:—

“Whether the action of the Management of DRM, Central Railway, Jabalpur in terminating the services of Shri Devender Kumar S/o Shri Saudagar Singh w.e.f. 9-11-87 is legal and justified. If not, to what relief the workman is entitled?”

- (b) The Government of India, Ministry of Labour vide its Notification No. L-41012/68/97-IR (B-I) dated 13-8-90 has referred the following dispute for adjudication by this tribunal :—

“Whether the action of the Management of DRM, Central Railway, Jabalpur in terminating the services of Shri Sudesh Kumar S/o Shri Banwari Lal w.e.f. 9-11-87 is legal and justified. If not, to what relief the workman is entitled?”

2. Both the references are taken up together as both are based on same facts and on common subject matters.

3. The case of the workmen, in short is that the workman Devender Kumar worked as Khalasi in various units from 7-6-84 to 8-11-87 at C&W, N.K.J. and the workman Sudesh Kumar worked as Khalasi in Carriage wagon from 1982 to 8-11-87. They were terminated on 9-11-87 illegally without any notice and without giving any opportunity to defend themselves. They had continuously worked for 120 days and as such their services were to be treated as temporary status under rules and the Discipline and Appeal Rules, 1968 of the Railway servants is applicable in the case. It is submitted that the workmen be reinstated from the date of termination with back wages.

4. The management appeared and contested the references by filing Written Statement. The case of the management, inter alia, is that the workmen were engaged on the basis of fake casual labour cards as casual labour intermittently. On the basis of verification of casual labour cards of the workmen for empanelling them, it was found that the said cards were fake and therefore they were not empanelled for considering their regular employment and they were not engaged thereafter. It is stated that the Industrial dispute is also raised after the lapse of 10 years. On these grounds, it is fit to be rejected.

5. On the basis of the pleadings of both the parties, the following issues are framed for adjudication.

- I. Whether the action of the management in terminating the services of the workmen is legal and justified?

- II. If not, to what relief the workmen are entitled?

6. Issue No. I :

To prove the case, the workmen have examined oral evidence. In R/189/98 the workman Devender Kumar is examined himself as a witness. He has stated in his evidence that he was engaged in June 1984 on daily wages but the wages were paid in a month. He has further stated that the prior to 1984, he did not work. The photocopy of the casual labour card which is filed by the management and is not denied by the workman clearly shows that the work period as shows in the card is from 1979. Since the workman has admitted in his evidence that he had not worked before 1984, it establishes that casual labour card appears to be fake and fabricated. He has stated in his evidence that he worked till 1987 and no appointment letter was given. This workman has filed original work experience certificates which are paper Nos. 20/6 and 20/7. These are filed to show that the workman had worked as under—

From 7-6-84 to 31-10-84
From 19-2-85 to 5-10-85
From 2-11-85 to 26-10-86
From 18-6-87 to 9-11-87

The work experience certificate shows that from 18-6-87 to 9-11-87, the workman Devender Kumar was engaged as casual labour for only 144 days. Thus it is clear that the workman was not in continuous service of one year within the meaning of clause 2 of Section 25-B of the Industrial Dispute Act, 1947 (in short I.D. Act 1947) as he had not completed 240 days during a period of twelve calendar months preceding the date with reference. It is evident that the provision of 25-F of the I.D. Act, 1947 is also not applicable. He was casual daily wage employee and his service appears to have been ended each day after the end of day. He is not said to be retrenched employee.

7. In R/190/98 the workman Shri Sudesh Kumar is only examined in the case as a witness. He has also supported the fact that he had worked from 8-1-1982 to 8-11-87 intermittently. He has admitted in his evidence that he was casual labour. He has also filed two work experience certificates. The period indicated in the work certificates show that he worked as casual khalasi from 8-1-82 to 2-2-82 and so on. Lastly he worked from 18-6-87 to 9-11-87 for 145 days intermittently. It is clear that this workman has also not worked continuously for 240 days in a twelve calendar months preceding the date of reference and therefore Sec-25-F of the I. D. Act 1947 is also not applicable in his case as well. He is not also entitled to any compensation under the provision of the I.D. Act 1947.

8. Another point raised by the learned counsel for the workmen is that the workmen had completed 120 days continuously and therefore the workmen had acquired the temporary status. It is urged that Discipline and Appeal Rules 1968 of Railway Act is applicable and his termination without notice and without holding enquiry under rule is illegal. The learned counsel has relied upon a decision reported in II (1989) ATLT (CAT) 521. The Hon'ble Central Administrative Tribunal, Madras Bench has held that-

"It is obvious from the fact of the case that the applicant had been conferred temporary status by the 2nd respondent vide his Officer Order No. MP.I (W)/407/IV/PWI/SW/AJJ@PUT: dated 2-11-1982. This was conceded by the counsel for the respondents. Under the rules, a Casual Labourer who has acquired temporary status enjoys all the rights and privileges admissible to temporary railway servants including the benefits of the Railway Servants Discipline and Appeal Rules and as such the order of the 2nd respondent dated 20-12-1984 without putting the applicant on notice or conducting an inquiry, was arbitrary and bad in law. The order is accordingly set aside. The respondents are directed to reinstate the applicant as casual labourer with temporary status from the date his services were terminated. He shall be paid wages from 20-12-1984 to the date of reinstatement on the basis of average emoluments drawn by him for a period of three months prior to 20-12-1984."

9. The learned counsel for the management urged that the said decision is not applicable in the case. In the instant case no order was yet passed by the management whereby the workmen had been conferred temporary status and therefore they are not entitled to the benefit of the employee of temporary status. It is submitted that the evidence of the management shows that for empanelling the casual workers, the casual labour cards were being checked and their cards were found fake and therefore they were not entitled to confer any temporary status. Their entry in the service as casual employees was ab-initio void.

10. I find that there is no order on the record to show that these workmen had been conferred temporary status by the management. This said ruling appears to be not applicable in the case.

11. On the other hand the management has examined the same witness namely Shri Mohan Singh in both the reference. He has supported the case of the management. He has stated that the names of the workmen and casual card nos. are not recorded in the LTI (Left Thumb Impression) Register and Live Register of the Inspector of works office, at Jabalpur. This shows the said cards are fake and fabricated for the purpose of securing work in illegal manner. Even if it is found that they had rightly worked as casual labour of the periods indicated by the workmen, it is clear that the provisions of I.D. Act, 1947 are not attracted as they had not completed 240 days preceding the date of reference and they are not entitled to any compensation. Thus it is clear that the action of the management is legal and justified. The issue is decided in decided in favour of the management and against the workman.

12. Issue No. 2

On the basis of the discussion made above, it is clear that the provision of I.D. Act 1947 are not attracted and therefore the workmen are not entitled to any relief. Accordingly both the references are answered.

13. In the result, the award is passed without any order to costs.

14. Let the copies of the award be sent to the Government of India, Ministry of Labour & Employment as per rules.

MOHD. SHAKIR HASAN, Presiding Officer

नई दिल्ली, 21 जुलाई, 2010

का. आ. 2014.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केंद्रीय सरकार यूकों बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में श्रम न्यायालय, पुणे के पंचाट (संदर्भ संख्या 492 ऑफ 2001) को प्रकाशित करती है, जो केंद्रीय सरकार को 20-7-2010 को प्राप्त हुआ था।

[सं. एल-12011/164/2001-आई आर(बी-II)]

अनिल कुमार शर्मा, अनुभाग अधिकारी

New Delhi, the 21st July, 2010

S.O. 2014.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 492 of 2001) of the Labour Court, Pune now as shown in the Annexure in the Industrial Dispute between the employees in relation to the management of UCO Bank and their workman, which was received by the Central Government on 20-7-2010.

[No. L-12011/164/2001-IR(B-II)]

ANIL KUMAR SHARMA, Section Officer

ANNEXURE

**BEFORE SHRI N.B. YENURKAR, PRESIDING
OFFICER, FIRST LABOUR COURT, PUNE**

REF. (IDA) No. 492/2001

EXH.

The Managing Director,
UCO Bank,
Head Office, 12, Old Court,
House Street, Calcutta-700 001.

: First Party

AND

The General Secretary,
UCO Bank Workers Organisation,
185, Shaniwar Peth, Pune-411030.

: Second Party

Appearances : Shri B.G. Midge, Advocate for First Party.
Shri R.P. Shaligram, Advocate for
Second Party.

AWARD (28-11-2008)

This is a reference made to this Court by the under Secretary, Government of India, Ministry of Labour, New Delhi under Clause(d) of Sub-section (1) & (2A) of Sec. 10 of the Industrial Disputes Act, 1947 for adjudication over the following demand :

“Whether the demand of UCO Bank Workers’ Organisation that the employees Smt. L.M. Holkar, ex-part time sweeper, Pune City Branch be made entitled for pension under the provision of UCO Bank Employees’ (Pension) Regulations, 1993 is legal and justified? If yes then what relief, the concerned employee is entitled to?”

2. The second party appeared and filed its Statement of Claim at Exh. 10. The case of the second party in brief is that it is the registered union under the Trade Unions Act, 1926. It has raised the dispute in respect of implementation of Pension Scheme and extending benefits of the said scheme to Smt. L.M. Holkar from the date of her retirement. Smt. Holkar had joined her services with the first party from 1-6-1973 and she worked continuously till her retirement i.e. till 31-8-1992. At the time of retirement

that she was permanent 3/4th part time sweeper. The first party bank has introduced a Pension Schemes for its employees namely UCO Bank Employees (Pension) Regulations Scheme, 1993 (in short the Pension scheme) vide Circular No. CHO/PNG/19/94 Dtd. 27-05-1994. Smt. L.M. Holkar was/is eligible to get the benefits of the said scheme. Thus, she submitted her application on 30-09-94 to the first party. It was submitted within stipulated time.

3. At the time of submission of the application, two court cases were pending in Civil Court between her and the first party in respect of her date of birth. Thus she had submitted an endorsement on the application that she is submitting the application under protest and without prejudice to the right accrued and due to her in Civil Suit No. 1651/1990 and Civil Appeal No. 241/1992. Thereafter, she was waiting for sanctioning of her application, but the first party did not communicate anything about it. She made enquiry with the first party in writing about it, but the first party did not reply it. Thus, she raised this dispute through second party union.

4. The second party has submitted that due to the endorsement made on application by Smt. Holkar, the first party has refused to extend the benefits of pension scheme to her. This act of the first party is illegal and unjustified. No other ground was mentioned by the first party while rejecting her claim for the said scheme. Smt. Holkar is eligible to get all the benefits under the said pension scheme from the date of her retirement i.e. From 31-08-1992. By refusal of the said benefits, she has to suffer heavy financial losses and hardships. The first party had wrongly interpreted the said scheme because she had filed the cases against the first party. The Civil Court had dismissed both the cases filed by Smt. Holkar and hence, practically the endorsement has got no meaning. First party is aware of the said two judgments. Even after the decision of the said two court cases, first party has not extended the benefits of the said scheme to Smt. Holkar. The second party has thus sought the relief of declaration that the action of the first party in refusing the benefits of the said pension scheme to Smt. Holkar as illegal and unjustified and to declare her demand is legal and justified. It has also sought the directions to the first party to extend the benefits of the said pension scheme to Smt. Holkar w.e.f. 31-08-1992 i.e. from the date of her retirement.

5. First party appeared and filed its written statement at Exh. 16 and resisted the claim of second party in reference. It has submitted that the dispute under this reference is absolutely false, fabricated, misconceived, erroneous, illegal and highly unjustified. It is after thought and artificially created with a view to get the benefit of pension scheme of the first party. In fact, the employee Smt. Holkar has tried to play very safe game in anticipation of positive judgment in her favour in Civil Suit No. 1651/1990

and Civil Appeal No. 21/1992. It has denied that Smt. Holkar was eligible to get the benefits of the UCO Bank Employees' (Pension) Regulations 1993. The first party has submitted that it has introduced the said pension scheme in the bank and adopted in vide Circular dtd. 27-05-1994 alongwith the memorandum of clarifications. Under the said regulations, it was mandatory on the part of the existing employees and on the employees, who retired on or after 01-01-1986, if they so desired, to exercise option for pension. The said pension option once exercised by the existing and retired employee was to be irrevocable. Thus, the said option was to be very specific, absolute and irrevocable in any circumstances whatsoever. In other words, such options were never expected to be conditional and revocable.

6. The employees, who have retired on or after 01-01-1986 and before 01-11-1993 have to exercise irrevocable option as per the proforma given in Annexure-III by 31-07-1994 in 4 months from 01-04-1994. Such employees have to refund the bank's entire contribution to provident fund including interest received thereon along with simple interest of 6% p.a. from the date of withdrawal of the said amount till the date of refund. The employees, who have been in service of the bank at the close of the business on 31-10-1993 have to exercise irrevocable option as per the proforma given in Annexure-IV within 6 months from 01-04-1994 i. e. by 30-09-1994. However, such employees, who have already retired after 01-11-1993, will have to return the bank's entire contribution to provident fund including interest received with further interest at the prevailing rate as applicable to provident fund. It was communicated under the said circular that the employee exercising the option had to submit the option letter in 6 copies including his personal copy which would be returned to the employee duly acknowledged by the office.

7. At the time of retirement of Smt. Holkar, the matters were pending against the first party bank in Civil Court in respect of the so called dispute over the date of birth of Smt. Holkar. Under the said Civil Suits, Smt. Holkar was trying to obtain correction in respect of date of birth. However, unfortunately, had to loose both the cases and the verdict came into favour of the first party. The said Suit Civil Suit No. 1651/1990 got dismissed on 23-04-1992 and Civil Appeal No. 241/1992 got dismissed on 21-11-1997. The first party vide its registered letter dtd. 29-08-1992 communicated to Smt. Holkar regarding her regular retirement from the bank service w.e.f. 31-08-1992 in accordance with the date of birth as per the record of the first party. The said communication was duly received by her. She had submitted her pension option to the first party on 30-09-1994. While submitting the said option form, Smt. Holkar knowingly and wilfully made the endorsement on it stating that: " I submitted my application under protest and without prejudice to the rights accrued and due to me

Civil Suit No. 1651/1990 and Civil Appeal No. 241/1992." Even in the said option form, she had purposefully and wilfully mentioned two dates of birth, one as per official record and second as per her personal record. She purposefully introduced the said controversy, which was already pending before the Civil Courts. By virtue of the said endorsement and introduction of the said controversy in the said option form, Smt. Holkar herself made the said option as conditional and revocable, thereby, violating the basic regulations of the said pension scheme and thereby, making herself in-eligible for the said pension scheme, for which first party cannot be blamed. On her retirement on 31-08-1992, while setting her terminal benefits, her own contribution to the provident fund were settled and disbursed to her. The first party has submitted that in the light of aforesaid submissions, Smt. Holkar is notand was not entitled for any pension benefits in the absence of valid, genuine, absolute, specific and irrevocable option required under the said pension scheme and thus, it has urged to reject the claim of second party in this reference.

8. On these pleadings followings issues are framed at Exh. 19. I record my findings on them and the reasons therefor are as under:-

ISSUES	FINDINGS
1. Does the second party prove that the action of the first party bank of refusing benefits to her is illegal and unjustifiable?	: Negative
2. Does first party prove that dismissal of civil litigation disentitles second party from getting benefits of pension scheme?	: Affirmative
3. Is second party entitled for the reliefs claimed?	: Negative
4. What Award ?	: As per final order.

REASONS

9. Issue Nos. 1 & 2 :- It is the undisputed fact that the first party had introduced the pension scheme in the bank, which is called as the UCO Bank Employees' (Pension) Regulations, 1993 vide Circular dtd. 27-05-1994. The said circular is filed on record at Exh. 31. Under the said scheme following categories of employees were entitled to exercise the irrevocable option for pension-(a). The employees who have retired on or after 01-01-1986 and before 01-11-1993, (b). The employees who have been in service of the bank at the close of business on 31-10-1993. The employees in the category-(a) were required to submit their option in Annexure-III and the employees in category-(b) were required to submit option in Annexure-A as prescribed. Smt Holkar submitted her option in Annexure-III. The copy of which is filed on record by the first party at Exh. 32. Admittedly, as per the date of birth recorded in the office

record, Smt. Holkar was retired on 31-08-1992, and thus, she had submitted the option form prescribed in Annexure-III. Undisputedly, when she submitted the said option form, she had disputed her date of birth and thereby, the date of her retirement on superannuation. The Civil Suit No. 1651/1990 and Civil Appeal No. 241/1992 were pending in Civil Courts in that regard. Admittedly, in her option form at Exh. 32 she had made the endorsement to the following effect..... "I submit my application under protest and without prejudice to the rights accrued and due to me in Civil Suit No. 1651/1990 and Civil Appeal No. 241/1992. In the said option, she has furnished the date of birth and the date of retirement as per office record and also furnished the date of birth as 21-02-1943 and the date of retirement as 28-02-2003, which she alleged to be her true date of retirement. It is thus, crystal clear that the option form which she submitted is the conditional and that she expected it subject to the decision in the said civil suit and the appeal.

10. It is the contention of the first party that the option, which was to be exercised by the employee under the said scheme, should be unconditional and irrevocable. There appears much substance in the contention of the first party that the option should be unconditional because such employee exercising the option has to refund the bank's entire contribution to provident including interest received thereon along with simple interest of 6% p.a. from the date of withdrawal of said amount till the date of refund so as to avail pension benefits under the said scheme. This condition is also stipulated in the said option form in the form of undertaking. The first party bank has not approved the option of the second party as it was not unconditional and thereby, not given her the benefits of the said pension scheme. Thus, it is required to be considered as to whether the first party is justified in refusing the benefits of the said pension scheme to the employee Smt. Holkar.

11. Smt. Holkar was retired by the first party on superannuation on 31-08-1992 as per her date of birth recorded in the office record. The said option form submitted by her was conditional subject to the decision of said civil suit and appeal then pending. The option was also under protest. It is thus, evident that she did not want to accept the option then and there, but wanted to postpone it till the decision of the civil suit and appeal. Smt. Holkar did not desire to exercise the option of the pension scheme as a retired employee under the scheme and thereby, not exercised the option as such. It is evident that such option was not liable to be accepted under the scheme. Certainly, the condition that the option should not be conditional is a mandatory requirement of the scheme considering the nature of the benefits of the pension scheme. For giving the benefits under the said pension scheme, fund was required to be created by recovering the bank's contribution of the provident fund, which was given to the employees alongwith accrued interest @ 6% p.a. If the

employee gives such conditional option, fund would not be raised and the scheme itself could not have being implemented. The said scheme is not individual, but it is for the employees at large. As such, the first party was justified in not accepting such conditional option.

12. She was not on the service roll on 31-10-1993 as she was retired on superannuation on 31-08-1992 as per date of birth recorded in office record. However, she expected that the first party bank should have considered her as "deemed to be in service" till 28-02-2003 (as per retirement date according to her) under the category-(b) of the scheme and should have accepted her option subject to the decision in civil suit and the appeal. That however, when she was retired on superannuation on 31-08-1992 why the first party bank should consider her to be in service and accept the option. When she submitted the option, she also did not want to accept it then and there. Even is the said option is treated as pending, now she is already retired on 31-08-1992, the said civil suit/appeal is also dismissed by the civil courts and the contention of Smt. Holkar as to her date of retirement on 28-02-2003 has been rejected. In view of the dismissal of the civil suit/appeal also, she is disentitled to the benefits of said pension scheme as the option exercised by her was not unconditional and irrevocable as required under the scheme. In view of these facts also, she cannot be treated as in service on 31-10-1993 to attract the said pension scheme. In view of all these facts, Smt. Holkar is not entitled to cover under the said pension scheme. Hence, the demand of the second party union in respect of the employee Smt. L.M. Holkar for making her entitle for the pension under the UCO Bank Employees' (Pension) Regulations Scheme, 1993 is not legal and justified. On the other hand, the action of first party in not extending the benefits of the said pension scheme to Smt. Holkar is justified. The second party union has failed to prove that the action of the first party bank in refusing the benefits of the said pension scheme to Smt. Holkar is illegal or unjustified. Hence, I answer this Issue No. 1 in the negative and the issued no. 2 in the affirmative.

13. **Issue No. 3 :** In view of my aforesaid findings to issues Nos. 1 and 2, I hold that the second party is not entitled to any of the reliefs claimed. Hence I answer this issue no. 3 in the negative.

14. **Issue No. 4 :** Under the facts and circumstances of the case I find it proper that both the parties should bear their own costs. In view of my all these findings I proceed to pass following order :

ORDER

Reference stands rejected.
Parties to bear their own costs.

Pune
Dt. 28-11-2008

N.B. YENURKAR, Presiding Officer

नई दिल्ली, 21 जुलाई, 2010

क्र.अ. २०१५.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार इंडस्ट्रियल फाइनेंस कॉरपोरेशन ऑफ इंडिया लि. के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय सं. 1, नई दिल्ली के पंचाट (संदर्भ संख्या 46/2009) को प्रकाशित करती है, जो केन्द्रीय सरकार को 20-7-2010 को प्राप्त हुआ था।

[सं. एल- 12011/73/2009-आईआर(बी-II)]

अनिल कुमार शर्मा, अनुभाग अधिकारी

New Delhi, the 21st July, 2010

S.O. 2015.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 46/2009) of the Central Government Industrial Tribunal-cum-Labour Court-I, New Delhi now as shown in the annexure, in the industrial dispute between the employees in relation to the management of Industrial Finance Corp. of India Ltd. and their workman, which was received by the Central Government on 20-07-2010.

[No.L-12011/73/2009-IR (B-II)]

ANIL KUMAR SHARMA, Section Officer

ANNEXURE

**BEFORE DR. R. K. YADAV, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL NO. 1, KARKARDOOMA COURTS
COMPLEX, DELHI**

I. D. No. 46/2009

The General Secretary,

All India Industrial Finance Corporation Employees,
Association, C/o Shri Anil Warsi MP (Lok Sabha),
177, North Avenue,
New Delhi-110001

...Workman

Versus

The Chief General Manager (HRCG),
Industrial Finance Corporation of
India Ltd., (IFCI Ltd.), IFCI Tower,

61, Nehru Place, New Delhi

...Management

AWARD

General Secretary of All India Industrial Finance Corporation Employees Association (in short the Association) wrote letters to various authorities, wherein he projected facts which irked the Industrial Financial Corporation of India Ltd. (in short the Corporation). It was decided to initiate domestic enquiry against him and a charge sheet was served upon him. He raised the matter before the Conciliation Officer by way of filing a complaint under section 25- T read with section 2(ra) and Schedule Fifth of the Industrial Disputes Act, 1947 (in short the Act)

alleging commission of unfair labour practices by the Corporation. Notice of the said complaint was issued to the Corporation by the Conciliation Officer. In the meantime, the Corporation informed the General Secretary about appointment of Enquiry Officer and Presenting Officer. When the said controversy was being raised, during that period Board of Directors of the Corporation took a decision to de-recognize the Association. In that matter too, the Association wrote to the Conciliation Officer. The Corporation asserted that since provisions of Trade Union Act, 1926 were not followed by the Association, it lost recognition and right to retain possession of a room. allotted to it for office purposes.

2. The Corporation called upon the Association to vacate the room. When needful was not done by the Association, the Corporation took possession of the office room on 7th of February, 2008. The General Secretary of the Association approached local police and lodged a report at police station Kalkaji, New Delhi against some officers of the Corporation. A photo copy of that report was pasted on glass door of canteen room. It was taken as gross misconduct, by the Corporation and it took a decision to proceed against the General Secretary in view of regulation 62 of I.F.C.I. Staff Regulations. The domestic enquiry was dispensed with and General Secretary was dismissed from service vide order dated 11-2-2008. During pendency of the complaint, referred above, another dispute was raised before the Conciliation Officer, on which conciliation proceedings failed. On receipt of failure report, the appropriate Government referred the dispute to this tribunal for adjudication, vide order No.L-12011/73/2009-IR(B-II), New Delhi dated 11th of November, 2009, with following terms:

“Whether the termination of Shri Madanlal w.e.f. 11-2-2008 without any inquiry while his complaint under section 2(ra) was pending attracts section 33 of the I.D. Act? Whether the same is just, fair and legal?”

3. Claim statement was filed on behalf of the Association by its General Secretary, namely, Shri Madan Lal, pleading that a complaint was filed against the Corporation under section 33-A, since it was guilty of contravening the provisions of section 33 of the Act. The Association was the only registered and recognized union in the establishment of the Corporation all over the country. The Corporation had illegally, arbitrarily, mala fide and without jurisdiction derecognised the Association and the latter had filed a dispute before the Conciliation Officer, where in conciliation proceedings were pending. Vide letter dated 13-12-2007, the Association had requested the Corporation to declare its five office bearers as protected workmen in terms of sub-section (4) of section 33 of the Act. The said letter was not responded to and the Association was constrained to approach Regional Labour Commissioner (Central) for intervention. Letter dated

28-12-2007 was written by the Regional Labour Commissioner, which dispute pends consideration before the appropriate Government. On 2nd of January, 2008, the Association raised an industrial dispute before the Regional Labour Commissioner (Central) in respect of unfair labour practices committed by the Corporation, specially with regard to show cause notice dated 4-12-2007 served on the General Secretary of the Association. The Association raised an apprehension that the Corporation may victimize its General Secretary for taking legitimate trade union activities. Charge sheet dated 9-1-2008 was served upon the General Secretary, copy of which charge sheet was submitted before the Assistant Labour Commissioner (Central) vide letter dated 21st of January, 2008. On 18th of January, 2008, Association raised an industrial dispute before the Regional Labour Commissioner in respect of illegal and arbitrary termination of services of eight staff members by the Corporation, which dispute was pending when General Secretary was dismissed.

4. The Corporation vide its letter dated 18-1-2008 withdrew recognition of the Association, in violation of section 6 of the Trade Union Act, 1926. The matter was taken up with the management, but to no avail. Instead of withdrawing the letter dated 18-1-2008, the management advised the Association, vide communication dated 22-1-2008, to vacate room occupied by it, within a period of 24 hours. The Association was constrained to file a complaint with Regional Labour Commissioner (Central) on 23-1-2008 against that unilateral act of withdrawing recognition of the Association and asking for vacation of the office room. The Assistant Labour Commissioner forwarded copy of that complaint to the Corporation, vide his letter dated 23-1-2008. The Association informed the Corporation that the Assistant Labour Commissioner (Central) has taken cognizance on that issue, vide its letter dated 6-2-2008. Despite all these facts, the Corporation sealed office room of the Association on 7th of February, 2008. The Association was constrained to file a complaint with local police in that regard on 8-2-2008. The said dispute was also pending before the appropriate Government.

5. The Association raised an issue, in respect of continuation of services of the employees of the Corporation beyond the age of 50—55 years, before Regional Labour Commissioner (Central) vide its letter dated 24-1-2008. The said dispute was also pending before the appropriate Government. Despite pendency of these disputes, the Corporation dismissed Madan Lal from service w.e.f. 11-2-2008. Shri Madan Lal was dismissed in most illegal, arbitrary and unjust manner. Service conditions were changed by the Corporation, in violation of provisions of sub-section (1) of Section 33 of the Act, during pendency of the disputes, referred above. Though an Enquiry Officer was appointed, yet no enquiry was conducted in the matter. Action was taken against a protected workman, during pendency of conciliation proceedings, in gross violation

of provisions of sub-section (3) of Section 33 of the Act. Dismissal order dated 11-2-98 is most cryptic and issued without any application of mind. Complaint filed by the Association under section 33-A of the Act, for getting Shri Atul Kumar Rai, Chief Executive Officer and Managing Director, Zaved Yunus, Chief General Manager (HR) N.K. Duggal, General Manager (HR) and Smt. Poonam Sharma, Asstt. General Manager (HR) prosecuted, was pending, When that dispute was raised, Conciliation Officer initiated conciliation proceedings, which failed. He submitted a failure report in that regard to the appropriate Government.

6. The Association presents that Shri Madan Lal filed a writ petition No. 1431/2008 before High Court of Delhi challenging his dismissal order, which petition was withdrawn by him. He preferred an appeal to the Chairman of the Corporation, but it was disposed of by the Chief Executive Officer and Managing Director, due to malafide reasons. He filed a contempt petition before High Court of Delhi, which was dismissed. It has been claimed that in the writ petition Shri Madan Lal had not claimed prosecution of the foresaid officer of the Corporation for contravening provisions of sub-sections (1) and (3) of Section 33 of the Act, but only assailed dismissal order dated 11-2-2008. The dismissal order is patently illegal, arbitrary, unjust, unfair, malafide, without jurisdiction and against statutory provisions of the Act. It has been claimed that the dispute referred by the appropriate Government may be adjudicated and action of the Corporation may be declared unjust, unfair and illegal, since it was taken during pendency of complaint before the labour authorities.

7. Claim was demurred by the Corporation pleading that pendency of a complaint under section 25-T read with section 2(ra) and Fifth Schedule of the Act does not attract provisions of section 33 of the Act. Complaint dated 2-1-2008 was filed alleging commission of unfair labour practices by the Corporation, wherein a prayer was made that the Corporation be directed to withdraw show cause notice dated 2-12-2007 issued to the General Secretary of the Association, besides any other relief or concession which the authority may deem fit to grant in the matter. Notice dated 11-1-2008 was issued, calling upon the Corporation to attend office of the R.L.C. on 24-1-2008 for discussion. The reply was filed by the Corporation requesting the authority to dismiss it. It was pleaded that mere issuance of show cause notice to Shri Madan Lal cannot be termed as commission of unfair labour practice, as defined in the Act. Shri Madan Lal had committed serious act of indiscipline, insubordination and other unlawful acts, which warranted major penalty of dismissal from service. Considering all those acts, he was dismissed from service on 11th of February, 2008. An application was moved under section 33A of the Act, before the ALC(C) making prayer for prosecution of officers of the Corporation, namely, Atul Kumar Rai, Chief Executive Officer and Managing Director.

Javed Yunus, Chief General Manager (H.R.), N. K. Duggal, General Manager (HR) and Smt. Poonam Sharma, Assistant General Manager (H.R.) for contravention of sub sections (1) and (3) of Section 33 of the Act. Reply was filed by the Corporation to the said application on 4-4-2008. In its rejoinder dated 18-12-2008, it was reiterated by the Association that a request for prosecution of the officers was made in that application. On 9-7-09 the Conciliation Officer wrongly submitted his failure report to the appropriate Government. It has been pleaded that Regional Labour Commissioner failed to appreciate that it has no jurisdiction to initiate conciliation proceedings on any complaint filed under Section 25- T read with Section 2(ra) of the Act. He failed to appreciate that there was scope to initiate conciliation proceedings relating to commission of unfair labour practices, since it has been made penal and remedy of a complaint has been provided. He ought to have determined his jurisdiction relating to commission of unfair labour practice, on the complaint, so filed. He further failed to consider that on 11-2-2008 no conciliation proceedings, in reference to an industrial dispute, was pending before him, hence application filed under Section 33-A of the Act was not maintainable.

8. It has been presented that contravention of provisions of Section 33 of the Act entails twin remedies one by way of initiating proceedings under Section 33-A of the Act and the other to get the offenders prosecuted. Scope and ambit of these two remedies are different. Authorities specified in Section 33-A of the Act are empowered to adjudicate the dispute, as if it was referred under Section 10 of the Act. In case a complaint is made to the Conciliation Officer, then he shall take that complaint into consideration and proceeded to file a complaint before a criminal court, not inferior to that of Metropolitan Magistrate or Judicial Magistrate 1st Class. According to the Corporation, conciliation proceedings were not called for on the application so moved by the Association.

9. Filing of writ petition before High Court of Delhi has not been disputed. However it has been projected that in that writ petition it was averred that a complaint was filed by Shri Madan Lal seeking prosecution of officers of the Corporation. In that writ petition he prayed for quashing of the dismissal order, which petition came to be disposed of vide order dated 31st of October, 2008, with a liberty to the petitioner to seek appeal in the matter before domestic authorities. When his appeal was dismissed, he filed a contempt petition which was also dismissed by the High Court on 14-12-2009. The issue whether the termination was just, fair and legal was never raised by the Association in its complaint dated 18-2-2008.

10. The Corporation presents sequence of events which led to dismissal of Madan Lal. Events relating to withdrawal of recognition to the Association have also been detailed. It has been projected that with a view to

harass top executive of the Corporation, a complaint was lodged with police of Police Station Kalkaji, New Delhi. On 8-2-2008, copy of that complaint was pasted on glass door of official canteen located on 1st and 2nd floor at I.F.C.I. Tower, New Delhi. When these events came to the notice of the top executive of the Corporation, facts were got verified and on confirmation a decision was taken to dismiss Shri Madan Lal by invoking regulation 62 of I.F.C.I. Staff Regulations.

11. The Corporation presents that it was justified in refusal to grant status of protected workman. Against that action a complaint under sub-rule (4) of rule 61 of the Industrial Disputes (Central) Rules 1957 was made before the Regional Labour Commissioner. Vide order dated 22-5-09 the said complaint was dismissed by the Regional Labour Commissioner (Central). It has been projected that when complaint dated 2nd of January, 2008 was filed before the Regional Labour Commissioner, it was entertained by him as Labour Commissioner and not as Conciliation Officer. In such a situation the Regional Labour Commissioner misdirected himself when failure report was submitted to the appropriate Government. A prayer has been made that there is no merit in facts presented by the Association and its claim may be dismissed.

12. On pleadings of the parties following issues were settled.

1. Whether any conciliation proceedings were pending before the Conciliation Officer after 11th of February, 2008 to maintain an application under Section 33-A of the Act?
2. As in terms of reference.
3. Relief.

13. Issue No 1 was recasted vide order dated 27-4-2010 in following terms:

“Whether any conciliation proceedings were pending before the Conciliation Officer on or before 11-2-2008 to maintain an application under Section 33-A of the I. D. Act?”

14. Smt. S. Janani, authorized representative, presented that since facts were not in dispute there was no necessity for the Association to adduce any evidence. Shri Nazmi Wajiri, authorized representative, also opted not to adduce any evidence on behalf of the Corporation. Under these circumstances parties opted not to produce any evidence.

15. Arguments were heard at the bar. Smt. S. Janani, authorized representative, assisted by Shri Deepak Goel advanced arguments on behalf of the claimant/Association. Shri Nazmi Wajiri, authorized representative, assisted by Shri Dinkar Singh and B.S.B. Rao, Legal Advisor, advanced arguments on behalf of the Corporation. I have given my careful considerations to the arguments advanced at the bar and cautiously perused the record. My findings on issues involved in the controversy are as follows:

Issue No.1

16. Claimant projects that on 2-1-2008 a complaint was moved before the R.L.C.(C) in respect of unfair labour practice committed by the Corporation, particularly with regard to the show cause notice dated 4-12-2007 issued to the General Secretary of the Association. Assistant Labour Commissioner (Central) issued notice to the Corporation requiring them to offer their comments and attend his office on 24th of January, 2008. During the pendency of those proceedings, the Corporation issued a charge sheet dated 9-1-2008 to the General Secretary of the Association, which action was subject matter of the show cause notice referred above. On 18-1-2008 the Corporation withdrew recognition of the Association, alleging violation of the provisions of Section 6 of the Trade Union Act, 1926. Matter was taken up with the management vide letter dated 23-1-08. Instead of withdrawing that letter the Corporation advised the Association to vacate its office room within a period of 24 hours. The Association was constrained to file a complaint dated 23-1-2008 against unilateral withdrawal of recognition of the association and vacation of its office room. Notwithstanding pendency of the said complaint, General Secretary of the Association was dismissed by the Corporation on 11-2-2008. It has been claimed that a conciliation proceeding were pending before the Conciliation Officer, when complaint referred above was filed under Section 33-A of the Act. On these facts the corporation projects that complaint was filed under Section 25- T read with Section 2(ra) and Fifth Schedule of the Act, which act does not attract provisions of Section 33 of the Act. It has further been agitated that perusal of complaint dated 2-1-2008 would show that it was not maintainable, since mere issuance of show cause notice would not tant amount to unfair labour practice within the meaning of Section 2 (ra) read with Schedule Fifth of the Act. No conciliation proceedings were pending, in reference to an industrial dispute with the Conciliation Officer on 11th of February, 2008, when dismissal order was passed against Shri Madan Lal.

17. As borne out of the record a complaint was filed by Shri Madan Lal on 2-1-2008 alleging therein that show cause notice dated 21st of December, 2007 was served upon him, in respect of which he had raised a dispute before the Conciliation Officer. He presents that the Corporation intends to victimize him and it may be commanded to withdraw the said show cause notice, besides any other relief or concession which may deem fit may be accorded to him. Claimant also agitates that when action of derecognition of the Association was initiated and a command was given to vacate the office room, he brought the entire matter to the notice of the labour authorities. A notice of those facts were sent to the Corporation and when it did not budge, the Association was constrained to file a complaint dated 23-1-08 praying for prosecution of top executives of the Corporation. Filing of that complaint has not been disputed by the Corporation. On the other

hand it was pleaded that filing of a complaint under Section 25-T nowhere makes any scope for conciliation proceedings. Thus out of the facts, so pleaded, it emerge over the record that two complaints were pending before the Assistant Labour Commissioner, when order of dismissal of Shri Madan Lal was passed on 11-2-2008.

18. Whether pendency of those complaints requires the Conciliation Officer to initiate conciliation proceedings. For an answer, it is expedient to know what word "conciliation proceedings" means. Clause (e) of Section 2 of the Act defines 'conciliation proceedings'. It defines that conciliation proceedings means any proceedings held by the Conciliation Officer or Board under this Act. Section 12 of the Act defines duties of the Conciliation Officer. Sub-section (1) of the said section contemplates that where any industrial dispute exists or is apprehended, the conciliation officer may, or where dispute relates to a public utility service and a notice under Section 22 has been given, shall hold conciliation proceedings in the prescribed manner. As emerge, conciliation proceedings would be held by the Conciliation Officer in the prescribed manner where an industrial dispute exists or is apprehended. A clear distinction between the disputes relating to non public utility service and public utility service has been made, since in a case of non public utility service a discretion vests in the Conciliation Officer whether or not to hold conciliation proceedings, whereas in disputes relating to public utility service conciliation is mandatory. Consequently it is expedient to know as to what an industrial dispute means. For an answer to this proposition one has to see the definition of "industrial dispute". Clause (k) of Section 2 of Act defined industrial disputes, which definition is extracted thus:

"Industrial dispute" means any dispute or difference between employers and employees, or between employers and workmen, or between workmen and workmen, which is connected with the employment or non-employment or the terms of employment or with the conditions of labour, of any person;"

19. The definition of "Industrial dispute" referred above, can be divided into four parts, viz (i) factum of dispute, (2) parties to the dispute, viz. (a) employers and employees, (b) employer and workmen, or (c) workmen and workmen, (3) subject matter of the dispute, which should be connected with—(i) employment or non employment, or (ii) terms of employment, or (iii) condition of labour of any person, and (4) it should relate to an "industry".

20. Any dispute or difference between 'employers and employees' or between 'employer and workman' or between 'workmen and workman' which is connected with employment or non-employment or terms of employment or with the conditions of labour of any person would fall within the ambit of the definition of industrial dispute. In other words, a dispute or difference must relate to either

the employment or non-employment or the terms of employment or the conditions of labour of any person. Unless a dispute is connected with these matters, it would not fall within the ambit of an industrial dispute. 'Employment or non employment' constitutes the subject matter of one class of industrial disputes, the other two classes of disputes being those connected with the 'terms of employment' and the 'conditions of labour'. Definition, referred above discloses that disputes of particular kinds alone are regarded as industrial disputes. It may be noticed that the definition does not refer to an 'industry'. But an industrial dispute, on the grammar of the expression itself, mean a dispute in an industry. Industry is, therefore, the nexus between employers and employees and it is this nexus, which brings distinct bodies together. It is, therefore, follows that before an "industrial dispute" can be raised between employers and employer or between employers and their workmen or between workman and workman, in relation to the employment or non-employment or the terms of employment or the conditions of labour of any person, there must first be established a relationship of employer and employers associating together, the former following a trade, business, manufacture, undertaking or calling of employers, in the production of material goods and material services and the later following any calling, service, employment, handicraft or industrial occupation or avocation of workman, in aid of the employer's enterprise. In other words, besides the requirements of section 2 (k), unless the dispute is related to an industry as defined in Section 2 (J) of the Act, it will not be an industrial dispute.

21. Now I would turn to facts of the controversy, to ascertain as to whether presentation of complaint dated 2-1-2008 discloses an industrial dispute. For that purpose contents of that complaint are to be scanned. In para No.(1) of the complaint it is mentioned that the Association is the only registered and recognized union in the establishment of the management all over the country. Para No.(2) of the complaint projects that the Association has taken up certain issues with Finance Secretary, Governor, Reserve Bank of India, Central Vigilance Commission and Cabinet Secretary to the Government of India in furtherance of bona fide trade union activities, which issues are as follows:

- (i) Undue ex-parte sale of loan assets to private parties - Crores of rupees loss to IFCI;
- (ii) Proposed sale of loan assets of The India Jute & Industries Ltd. to M/s. Karian Vyapaar Pvt Ltd. - Heavy loss to IFCI;
- (iii) One time Settlement;
- (iv) Lakhs of rupees paid as brokerage/ commission to dealers/middlemen for renting/ leading out space to private companies of IFCI Tower, Nehru Place, New Delhi.
- (v) Engaging M/s. Ravi Ranjan & Co. (a firm of the Chartered Accountants in which Mr. S.Ravi, CA & Director of IFCI is the Partner) to

work as Concurrent/Special Auditors/ Consultant/Valuers in IFCI assisted concerns:

- (vi) Violation of RBI's norms in posting /transfer of official at sensitive posts;
- (vii) Special favouritism to DGM (Estates) - allowing special leased accommodation facility;
- (viii) Irregularities/mishandling while awarding contracts to private agencies for maintenance work at IFCI Tower;
- (ix) Mobile Phone Facility upto the level of Assistant Manager - Misuse of Power by the designated Officer(s) - Lakhs of rupees loss to IFCI;
- (x) Non-filing of Criminal Cases /Non- referring of cases to CBI against senior officers who were found guilty for committing irregularities/ frauds in departmental inquiries -Hundreds of Crores of Rupees Loss to IFCI;
- (xi) Restructuring of Loans - Hundreds of crores of rupees have been waived/written off to the industrial houses;
- (xii) Issuance of consolidated advertisement for renting /leasing out of surplus office space/ flats available at all centres;
- (xiii) Security arrangement at IFCI Tower- Deploying of CISF personnel and Ex-serviceman as Security Officer; and
- (xiv) Despatch of Annual Reports to shareholders - Lakhs of rupees loss to I.F.C.I. annually"

In para (3) of the complaint it is mentioned that the concerned authorities have taken cognizance of certain issues and the Corporation has also taken action on various points. In para (4) it is mentioned that the Association wrote letter in December, 2006 when R.M.Malla was Chief Executive Officer of the Corporation, who had demitted office on 10th July, 2007. Para (5) of the complaint proceeds that Shri Atul Kumar Rai has succeeded Shri R.M.Malla and joined office on 11th July, 2007. It has been mentioned in para (6) that after joining his office he has created fear psychosis amongst employees of the Corporation. Corporation indulged in various acts of unfair labour practice and other illegal activities. It has given go by to rules and had dismissed some of the employees without any notice or warning. Para (7) proceeds that the Corporation has dug-up issues for victimization and the General Secretary of the Association had not been spared. A show cause notice dated 4-12-07 has been issued to him. copy of which has been annexed with the complaint. General Secretary has been advised to submit his explanation on the alleged issues proceeds para (8) of the complaint. Letter dated 21st of December, 2008, written by the General Secretary to various authorities has become corner stone for issuance of show cause notice. It has been solely issued

with a view to victimize him and to take revenge for raising issues with various authorities. Para (9) proceeds that the President of the Association requested Corporation to withdraw memo dated 4-12-2007 issued to the General Secretary. Para (10) proceeds that the General Secretary has given suitable reply to the said show cause notice, copy of which has also been annexed. Para (11) proceeds that the said action amounts to unfair labour practice as detailed in Fifth Schedule to the Act. Entries No. 1, 4 and 5 to Fifth Schedule has been detailed. Para (12) projects that in case the Corporation proceeds with the matter then it would get licence to indulge in actions of malpractice and corruption which would be highly prejudicial to the interest of the Corporation. Para (13) speaks of reasonable apprehension of the Association in respect of victimization of its General Secretary. Para (14) of the complaint makes a request to the Conciliation Officer to enter into conciliation proceedings. Lastly relief in respect of withdrawal of the said show cause notice or any other concession which may be awarded, have been sought.

22. Copy of complaint dated 23-1-2008 has not been annexed. However, it is not disputed that on the basis of that complaint the Association seeks prosecution of the top executives of the management. It is not a matter of dispute that Shri Madan Lal was in the employment of the Corporation in January, 2008, when aforesaid two complaints were filed. Therefore, no dispute as to his employment or non-employment could be said to have been raised in these complaints. Whether any issue relating to his terms of employment or conditions of labour were raised in these complaints, is a proposition which is to be addressed. Terms and conditions of employment may include not only contractual terms and conditions but those terms which are understood and applied by the party in practice or habitually or by common consent, without even being incorporated in the contract. Basically, "terms of employment" includes such straightforward industrial issues as bonus, wage rates, hours of work, overtime, holidays with pay, sickness benefits, superannuation benefit, grading and promotion, dismissal and retrenchment procedures. The expression "terms of employment" has reference to the proposition of premises in the contract of employment which when assented to or accepted, settled the contract between the party. The phrase "conditions of labour" means "that which must exist as the occasion or concomitant of something else that which is requisite in order that something else should take effect": an essential stipulation, terms specified. Reference can be made to precedent in *Ram Nath Koeni* [1956 (2) LLJ 11]. Conditions of labour has reference to the amenities to be provided to the workman and the conditions under which they will be required to work.

23. When contents of above complaints are taken note of one cannot find that any issue relating to terms of employment or conditions of labour of Shri Madan Lal

were raised therein. In those complaints issue relating to issuance of show cause notice to Shri Madan Lal has been raised. That issue may relate to the procedure for conduct of domestic actions. It cannot be assumed that domestic action would inevitably result into dismissal of an employee and give rise to a dispute relating to non-employment of the employee. Therefore issue relating to issuance of a show cause notice would not fall within the ambit of terms of employment or conditions of labour of that employee. Even otherwise right of the Corporation to issue a show cause notice cannot be disputed. Show cause notice is to be followed by a domestic action, wherein principles of natural justice are to be accorded to the employee. He has a domestic forum to agitate his grievances. Without taking recourse to those forums, he cannot pre-empt an action before the Conciliation Officer. Therefore, it cannot be said that issue relating to issuance of a show cause notice could raise a dispute concerning terms of employment and conditions of labour of Shri Madan Lal before the Conciliation Officer.

24. Prosecution of top executives of Corporation was sought on the strength of those complaints, since it was alleged that they committed unfair labour practice. Fifth Schedule enlists unfair labour practices which may be committed by the employers and trade union of the employers, workmen and trade union of workmen. There are 16 entries in the list which are unfair labour practice on the part of the employer and trade union of employers. The Association claims that unfair labour practices, detailed in entries 1, 4 and 5 of the said Schedule were committed. Relevant entries are extracted thus:

1. To interfere with, restrain from, or coerce, workmen in the exercise of their right to organize, form, join or assist a trade union or to engage in concerted activities or the purposes of collective bargaining or other mutual aid or protection, that is to say —
 - (a) threatening workmen with discharge or dismissal, if they join a trade union;
 - (b) threatening a lock-out or closure, if a trade union is organized;
 - (c) granting wage increase to workmen at crucial periods of trade union organization, with a view to undermining the efforts of the trade union at organization.
4. To encourage or discourage membership in any trade union by discriminating against any workman, that is to say :—
 - (a) discharging or punishing a workman, because he urged other workmen to join or organize a trade union;
 - (b) discharging or dismissing a workman for taking part in any strike (not being a strike which is deemed to be an illegal strike under this Act);

- (c) changing seniority rating of workmen because of trade union activities;
 - (d) refusing to promote workmen to higher posts on account of their trade union activities;
 - (e) giving unmerited promotions to certain workmen with a view to creating discord amongst other workmen, or to undermine the strength of their trade union;
 - (f) discharging office-bearers or active members of the trade union on account of their trade union activities.
5. To discharge or dismiss workmen
- (a) by way of victimization;
 - (b) not in good faith, but in the colourable exercise of the employer's rights;
 - (c) by falsely implicating a workman in a criminal case on false evidence or on concocted evidence;
 - (d) for patently false reasons;
 - (e) on untrue or trumped up allegations of absence without leave;
 - (f) to utter disregard of the principles of natural justice in the conduct of domestic enquiry or with undue haste;
 - (g) for misconduct of a minor or technical character, without having any regard to the nature of the particular misconduct or that past record or service of the workman, thereby leading to a disproportionate punishment.

25. The Legislature thought it expedient to bring Chapter V-C on the statute book, by way of enacting Section 25-T and 25-U of the Act. Section 25-T enjoins a duty on an employer or a workman or a trade union whether registered under the Trade Union Act, 1926 or not, not to commit any unfair labour practice. Section 25-U provides penalty for any person who commits any unfair labour practice for which he may be punished with imprisonment for a term of six months or with fine which may extend to Rs. 1000 or with both. Therefore, remedial measure has been provided by these two provisions, making an act of unfair labour practice punishable.

26. Whether a complaint for prosecution of any person for commission of an unfair labour practice may be moved before commission of the act. Such proposition was raised before the Apex Court in *Ashok Vishnu Kate & others* (1995 Lab.I.C. 2714), wherein the Court was addressed to the provisions of Maharashtra Recognition of Trade Union and Prevention of Unfair Labour Practices Act, 1971. The Court put a gloss on the provisions of the said Act as well as on the provisions of the Act and observed as follows:—

“There was no provision for reference of any industrial dispute under the Industrial Disputes Act, for preventing any unfair labour practice, by the time

the Maharashtra Act saw the light of the day. It is, of course, true that by an amendment to the Industrial Disputes Act Chapter V-C was added w.e.f. August 2, 1984 which deals with unfair labour practice. The ‘Unfair Labour Practice’ as defined by the I.D. Act in Section 2(ra) means any of the practices specified in the Fifth Schedule. When we turn to the Fifth Schedule to the I.D. Act, we find the cataloguing of unfair labour practices on the part of the employees, the trade unions of the employers and on the part of the workmen and trade unions of the workmen, which are almost *pari materia* with lists of unfair labour practice on the part of the employers, on the part of the trade unions and general unfair labour practices on the part of the employers as found in Schedule II, III and IV of the Maharashtra Act. However, even the aforesaid amended provisions of the I.D. Act concerning unfair labour practice nowhere provide for any reference of industrial dispute in connection with such unfair labour practice on the part of the employers, who can entitle the workmen or a body of workmen to seek a reference for adjudication or for its prevention by any competent Court under the I.D. Act, and all that a workman can do is to wait till order of discharge or dismissal is passed and then he can raise a dispute under Section 2A in connection with dismissal or discharge and if such a dispute is referred by the appropriate Government for adjudication of the labour court which is entitled to adjudicate upon such dispute as per residuary item 6 of the Schedule II of the I.D. Act, then in such a dispute it can be shown by the workman that his actual dismissal or discharge was a result of unfair labour practice as laid down by clause 5 of part I of the Fifth Schedule to the I.D. Act. However, there is no provision for preventing any proposed discharge or dismissal by way of unfair labour practice on the part of the employers as per statutory scheme of the I.D. Act even after the insertion of Chapter V-C in that Act. On the other hand, more than decade before the aforesaid amendment was brought in the I.D. Act, which fell short of providing for prevention of unfair labour practice, the Maharashtra Legislature as early as in 1972 enacted the Maharashtra Act providing for such prevention”.

27. The Apex Court also made it clear that the provisions of the Act may be invoked on commission of an unfair labour practice and not for its prevention. To have a reference of the observation made by the Apex Court it would be expedient to reproduce law so laid, which is extracted thus:

“When we keep the relevant provisions of the Industrial Disputes Act concerning unfair labour practices in view and compare those provisions with the provision of the Maharashtra Act, a clear

difference /purpose becomes oblivious. Section 25-T of the Industrial Disputes Act prohibits an employer or workmen or trade union from committing any unfair labour practice. While so far as Section 27 of the Maharashtra Act is concerned, it prohibits an employer or union or employee from engaging in any unfair labour practice. Consequently the prohibition under the Industrial Disputes Act is against the commission of unfair labour practice which may include final acts of such commission. While Section 27 of the Maharashtra Act prohibits the concerned party even from engaging in any unfair labour practice. The word engage is more comprehensive in nature as compared to the word commit. But even that apart, Section 25-U provided for penalty for committing unfair labour practice and mandates that whoever is guilty of any unfair labour practice can be prosecuted before the competent Court on a complaint made by or under the authority of an appropriate Government under Section 34(1) read with Section 25-U of the Industrial Disputes Act. So far as Maharashtra Act is concerned, there is no direct prosecution against a guilty party of having engaged in any unfair labour practice. Such a prosecution has first to be proceeded by an adjudication by a competent Court regarding such engagement in unfair labour practice. Thereafter, it should culminate into a direction under Section 30(1)(b) or it may be subject matter of interim relief order under Section 30(2). It is only thereafter that prosecution can be initiated against the concerned party disobeying such orders of the court as per Section 48(1). Consequently it cannot be said that Division Bench of the Bombay High Court was not right when it took a view that the act of engaging in any unfair labour practice by itself is not an offence under the Maharashtra Act while such commission of unfair labour practice itself is an offence under the Industrial Disputes Act. However, this aspect is not much relevant for deciding controversy with which we are concerned."

28. In *Chitra Srivastava* [131 (2006) DL T 79] High Court of Delhi has to put a gloss on the provisions of the Act with a different proposition for adjudication. It took note of the law laid by the Apex Court in *Ashok Vishnu Kante* (supra) and ruled that the Apex Court reached a conclusion that the provisions of the Act do not enable an industrial dispute to be raised with regard to any of unfair labour practices or its prevention, rather the provisions in this regard are penal in nature and provide for prosecution. The Apex Court in *Casteribe Rajya Parivahan Karamchari Sangathana* [2009 (8) S.C.C. 556] had to put gloss on the provisions of Maharashtra Act and ruled that provisions of Maharashtra Recognition of Trade Union and Prevention of Unfair Labour Practices Act, 1971 was to provide for prevention of unfair labour practices and the Industrial Tribunals and Labour Courts were empowered, if unfair labour practice is proved, to declare that unfair

labour practice and direct the person indulging in it to cease and desist from such unfair labour practice and to take such affirmative action (including payment of reasonable compensation to the employees affected by such unfair labour practice). But in the Act Labour Courts or the Industrial Tribunal would invoke its jurisdiction on completion of the Act and not at the stage when a party is indulging in an unfair labour practice. No jurisdiction vests in a Conciliation Officer, to enter into conciliation proceedings when act is in process. A Conciliation Officer has no jurisdiction to initiate conciliation proceedings for prevention of unfair labour practice.

29. Section 33A of the Act grants jurisdiction to the authorities mentioned therein when an employer contravenes provisions of Section 33, during pendency of any proceedings before it. Section 33 of the Act puts an embargo on an employer not to alter conditions of services applicable to workman, to his prejudice, during pendency of any proceedings, or not to punish him for any misconduct or to discharge or otherwise dismiss him, without seeking permission from the authority before whom a dispute is pending. Therefore, for invoking the provisions of section 33A of the Act, it is expedient on the part of the Association to show that proceedings were pending before a Conciliation Officer and during pendency of those proceedings service conditions were altered to the prejudice of its General Secretary. As detailed above, the Conciliation Officer was not empowered to enter into a conciliation proceeding on complaint moved under Section 25-T read with section 2(ra) and Fifth Schedule of the Act. When no conciliation proceedings could be initiated, provisions of section 33A of the Act does not come into play. In such a situation provisions of section 33A of the Act are not triggered off. Therefore, it is obvious that no conciliation proceedings were pending before the Conciliation Officer on or before 11-2-2008 to maintain an application under Section 33A of the Act. Issue is, therefore, answered in favour of the Corporation and against the Association.

Issue No. 2

30. Since conciliation proceedings were not called for on a complaint made under Section 25-T and Section 2(ra) and Fifth Schedule of the Act, the Corporation was free to initiate domestic action against Madan Lal in accordance with its regulations. Show-cause notice was served on Shri Madan Lal on 21st of December, 2007. His reply to the said show cause notice was obtained. A domestic enquiry was constituted. However the complaint was moved, when the Corporation derecognized the Association and commanded it to hand over possession of its office room. When possession was not handed over, the Corporation sealed office room of the Association on 7th of February, 2008. General Secretary of the Association went ahead and lodged a report with police station Kalkaji, New Delhi, against top executives of the Corporation. He pasted photo copy of that report on glass door of canteen located at 1st and 2nd floor of the I.F.C.I. Tower, New Delhi. Corporation got facts verified and took a decision to

dispense with the domestic enquiry and award punishment to Shri Madan Lal, in the light of regulation 62 of C.J. Regulations. Shri Madan Lal was dismissed. The action so taken is in consonance with the Regulations. No unjustifiability, unfairness, illegality in that action has been brought forward. Even otherwise factual issues, relating to termination of services of Shri Madan Lal, were not raised before this Tribunal, since it pends adjudication before Writ Court. Taking into account all these facts it is concluded that action of the Corporation was in consonance with its regulation and answered the standards of fairness and justifiability. I do not find any reason to conclude facts in favour of the Association. Issue is, therefore, answered in favour of the Corporation and against the Association.

Relief.

31. In view of the reasons detailed above, it is evident that the claimant Association is not entitled for any relief. Its claim statement is devoid of merits. Hence the same is dismissed. An award is, accordingly, passed. It be sent to the appropriate Government for publication.

DATED: 30-6-2010 Dr. R.K. YADAV, Presiding Officer

नई दिल्ली, 21 जुलाई, 2010

का.आ. 2016.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार पूर्वोत्तर रेलवे, लखनऊ के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, लखनऊ के पंचाट (संदर्भ संख्या 152/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-7-2010 को प्राप्त हुआ था।

[सं. एल- 41012/50/2002-आईआर(बी-1)]

जोहन टोपनो, अवर सचिव

New Delhi, the 21st July, 2010

S.O. 2016.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby published the Award (I. D. No. 152/2002) as shown in the annexure, in the industrial dispute between the management of Purvottar Railway, Lucknow and their workmen, which was received by the Central Government on 21-07-2010.

[No. L-41012/50/2002-IR (B-I)]

JOHAN TOPNO, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, LUCKNOW

PRESENT

N. K. PUROHIT
PRESIDING OFFICER

I.D. NO. 152/2002

Ref. No. L-41012/50/2002-IR (B-I) dated: 27-08-2002

BETWEEN

Shri Amar Singh S/o Sh. Chotte Lal
283/63, "B", Garhi Kannora (Premvati Nagar)
Post-Manak Nagar,
Lucknow (U.P.)-226001

AND

The Sr. Divil. Mechanical Engineer (S.M.E)
Eastern Railway, Ashok Marg
Lucknow (U.P.)-226001

AWARD

13-07-2009

By order No. L-41012/50/2002-IR(B-I) dated 27-08-2002 the Central Government in the Ministry of Labour, New Delhi in exercise of the powers conferred by clause (d) of Sub-section (1) and Sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) referred this industrial dispute between Shri Amar Singh S/o Sh. Chotte Lal, 283/63, "B", Garhi Kannora (Premvati Nagar), Post-Manak Nagar, Lucknow (U.P.) and the Sr. Divil. Mechanical Engineer (S.M.E.), Eastern Railway, Ashok Marg, Lucknow (U.P.) for adjudication.

2. The reference under adjudication is :

"Kya Purvottar Railway, Lucknow Dwara Shri Amar Singh Putra SWA. Chotte Lal, Khalasi Ke Dandaadesh San. M./C.D.O./D.A.R./Lucknow JN./ 91/3/14 Dinank 04-06-98 Ke Dwara Naukri se Nikaala Jana Nyayochit Tatha Nayasangat Hai? Yadi Nahi to Karmkaar Kis Anutosh ka Adhikari Hai?"

3. The case of the workman in brief is that he was appointed as Khalasi under employers on 22-4-76 and worked as such. He fell ill severely on 06-10-95 and consequently was unable to move and undergone treatment of a private doctor and his wife herself intimated the office regarding this. It has been stated by the workman that during his illness the management unauthorizedly initiated departmental proceedings against him without serving him any charge sheet for imposing major penalty. The workman reported for his duty on 25-07-97 with fitness certificate before Senior Divisional Engineer who referred the workman to Medical Superintendent, NER for medical check up. The workman turned up on 05-02-98 after fully fit for work and appeared before he was removed from services with immediate effect on 05-06-98 vide impugned order dated 04-06-98 under Rule 6 of D.A.R. 1968. The workman has alleged that prior, passing the impugned order dated 04-06-98 neither copy of inquiry report was provided nor any explanation was called from him in this respect in as-much as the impugned order dated 04-06-98 was not passed by Competent Authority. It has also been alleged by the workman that the Inquiry Officer did not extend any opportunity to the workman to appoint any defence assistant to defend him and inspect necessary documents in as-much as he was not provided copy of the statements of the witnesses in contravention with the principles of

natural justice. Accordingly the workman prayed to set aside the impugned order dated 04.06.98 and reinstate him w.e.f. 05.06.98 with other consequential benefits

4. The management of the Railways has filed its written statement wherein it has submitted that the workman remained absent unauthorisedly without any notice to the concerned office w.e.f. 06-10-1995 to 25-09-1997. It has categorically been stated by the management that the workman was given charge sheet for alleged misconduct of remaining unauthorized absence under Rule - 9 of D.A.R. 1968 and also a show cause notice was given to him before passing impugned order dated 04-06-98. The workman was made known about dates of inquiry after 07-2-98 but the workman again remained unauthorizedly absent deliberately. The opposite party has denied the allegation of the workman that he was not given proper opportunity for his defence and has submitted that the enquiry proceedings were conducted in accordance with the principles of natural justice giving full and proper opportunity to the workman to defend himself by appointing some defence assistant, however, it was the workman who did not avail the opportunity and did not appoint any defence assistant nor demand for any document from the management. Thus, the claim of the workman is liable to be rejected.

5. The workman has filed rejoinder whereby he has only reiterated his averments in the statement of claim and has introduced nothing new.

6. The management of the Bank submitted photo copies of the entire enquiry proceedings in support of their respective case. Following preliminary issue was framed on 11-07-2005 by the Tribunal:

(i) Whether the departmental enquiry was conducted in violation of principles of natural justice as alleged by the workman?

7. The workman examined himself whereas the management examined Shri Azaz Ahmad in support of their stand on preliminary issue. After hearing arguments of the parties, preliminary issues were decided in favour of the management vide order dated 23-04-2007, which reads as under:

"On overall evaluations and submissions by parties I come to the conclusion that the inquiry has been conducted in accordance with the principles of natural justice and find it to be fair and proper. The issue is, decided against the worker."

8. Subsequently, the case was listed on 29-5-2007 for remaining evidence of the parties for disposal of the case but on the date fixed the workman filed an application C-34, stating therein that he has already adduced his oral evidence, therefore, does not intend to adduce any more. Accordingly the management also stated that it also does not intend to adduce any further evidence in the case.

9. Heard learned representatives of the parties and perused entire material on record.

10. The learned representatives on behalf of the workman has restricted his arguments only on the point of quantum of punishment imposed vide impugned order dated 04-06-98. He has submitted that in view of the alleged misconduct, the punishment of removal from service is harsh & disproportionate and prayed for lesser punishment by modifying the impugned order under Section 11-A of the I.D. Act. In this regard he has placed reliance on:

- (i) 2001 (90) FLR 1008 between Gouranga Acharjee vs. IIIrd Industrial Tribunal, West Bengal & others.
- (ii) 2004 (102) FLR 499 between Union of India & another vs. Ashraf Ali & Another.
- (iii) 2004(9101) FLR 193 between Bhagwan Lal Arya vs. Commissioner of Police, Delhi & Others.
- (iv) AIR 1994 SC 215 between Union of India & Others vs. Giriraj Sharma.
- (v) 1989 SCC (L&S) 180 between Scooters India Limited, Lucknow vs. Labour Court, Lucknow & Others.
- (vi) 2002 (94) FLR 1076 between Tej Kishore Srivastava vs. State of UP & Another.
- (vii) 2004 (4) SLR 310 Cal. High Court between Jadurouth vs. State of Bengal.

11. Per contra, the learned representative on behalf of the management has urged that punishment of removal from service is justified keeping in view the period, the workman absented himself unauthorisedly.

12. Under Section 11-A the Tribunal is empowered to consider not only whether the finding of misconduct as recorded by the management, is correct but also to differ from such a finding if proper case is made out. If ultimately, the Tribunal comes to the conclusion that the misconduct is proved, all the same it could interfere with the punishment, if punishment is not justified even on the finding of misconduct. Thus even the misconduct is proved; it may award a lesser punishment if it is of the opinion that for the proved misconduct punishment of discharge or dismissal is harsh. By means of Section 11-A of the I.D. Act, the Tribunal is given a power to examine the propriety for the punishment imposed. This legal position also finds support from the case laws cited by the learned representative on behalf of the workman.

13. In present case the alleged misconduct for which the workman has been found guilty is regarding unauthorized absence for period from 06-10-95 to 30-03-97. The workman was in service since 22-04-76 and he was on the post of Khalasi. Admittedly, he remained absent in said period but the case of the workman is that he was ill during this period. The Enquiry Officer has also observed in concluding para of his report "it appeared from the appearance of the workman that he might have remained in fact ill". During arguments the learned representative on behalf of the workman argued that there is nothing on record which shows that the workman absconded himself

from duty without any intimation or without submitting any application for grant of leave on any earlier occasions excepting the period in question as mentioned herein. Admittedly, no other allegation involving moral turpitude has been made by the management.

14. The Enquiry Officer after holding the enquiry found the workman guilty of the charge of unauthorized absence. Vide order dated 23-04-2007 of the Tribunal it has been held that there is no irregularity in the matter of conducting the disciplinary proceedings against the workman. But the punishment of removal from services seems to be harsh since it has never been alleged by the management that the workman was a habitual absentee and absented himself from duty without intimation frequently. The reference is pending since year 2002 and the workman is out of service since 5-6-98. Thus, he suffered immensely for 11 years. Since charge has been duly established and there is no illegality or irregularity in conducting the disciplinary proceedings, the workman cannot escape punishment. In aforesaid circumstances, the punishment already inflicted upon the workman deserves to be modified by lesser punishment instead of removal from service, as punishment of removal from service is not only harsh but also disproportionate.

15. To ensure substantial justice in the matter & shorten the litigation, the ends of justice would subserved, if, the punishment of removal is quashed and penalty of withholding of two grade increment with cumulative effect is imposed while reinstating the workman without back wages.

16. Accordingly, the impugned order dated 4-6-98 is modified to the extent that instead of removal from service, the punishment of withholding of two grade increments with cumulative effect is imposed on the workman. Resultantly, the workman be reinstated without back wages, with continuity of service, within four weeks from the date of publication of the award.

17. The reference under adjudication is answered accordingly.

18. Award as above.

13-07-2009

N.K. PUROHIT, Presiding Officer

नई दिल्ली, 21 जुलाई, 2010

का.आ. 2017.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) का धारा 17 के अनुसरण में, केन्द्रीय सरकार कोसी रीजनल रूरल बैंक, पूर्णिया के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण सं. 1, धनबाद के पंचाट (संदर्भ संख्या 70/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-7-2010 को प्राप्त हुआ था।

[सं. एल- 12011/6/2003-आईआर(बी-1)]

जोहान टोपनो, अवर सचिव

New Delhi, the 21st July, 2010

S.O. 2017.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby published the Award (Ref. No. 70/2003) as shown in the annexure, in the industrial dispute between the management of Koshi Regional Rural Bank, Purnea and their workmen, received by the Central Government on 21-7-2010.

[No. L-12011/6/2003-IR (B-I)]

JOHAN TOPNO, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL No.1, DHANBAD

In the matter of a reference U/s. 10 (1) (d) (2A) of I.D.
Act.

Reference No. 70 of 2003

PARTIES: Employers in relation to the management of
Koshi Kshetriya Gramin Bank, Purnea, Bihar.

And

Their Workmen

Present: Shri H.M. Singh, Presiding Officer.

Appearances:

For the employers : Shri S. Paul, Advocate

For the Workmen : Shri D.K. Verma,
Advocate

State: Bihar Industry : Bank.

Dated the 15-6-2010

AWARD

By order No. L-12011/6/2003-IR(B-I) dated 24-07-2002 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-sec. (1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal:

“Whether the action of the management of Koshi Regional Rural Bank Purnea in not implementing the pay structure of the employees in view of the judgement of Supreme Court dated 31-1-2001 and 7-3-2002 and letter dated 22-2-91 and 17-4-2002 of Govt. of India is legal and justified? If not what relief the employees of Koshi Regional Rural Bank are entitled?”

2. The Case of the concerned workman, in short, is that in 1976 Govt. of India brought concept of the Gramin Bank and incorporated the R.R.B. under the funding of Central Govt. State Govt., and sponsor Bank. In this context Union of India enacted Regional Rural Bank Act, 1976. Thereafter the various Kshetriya Gramin Bank was established under the sponsorship of various nationalized bank upon direction of Hon'ble Supreme Court, while disposing the writ petition No. 7149/50/282 and 132 of 1984,

to the Union of India to establish National Industrial Tribunal for Regional Rural Banks, the N.I.T. was established and it submitted its Award on 30-4-1990. In this award the National Industrial Tribunal directed the Union of India, NABARD and Sponsor Bank to fix the pay scale at par to the officer and staff of sponsor Bank which is nationalized bank. There was disparity in salary between all RRB sponsored by Central Bank of India upto 4th & 5th Bipartite Settlement. The only difference in salary is due to wrong calculation by the management during 6th & 7th Bipartite Settlement. It has been submitted that this reference is with regard to 6th & 7th Bipartite Settlement. The management had not rightly fixed the pay of the employees. In the N.I.T. Award in para 4.425 to 4.428 I Para 4.357 it has been categorically stated regarding the fixation of pay scale of all R.R.B. at par with the sponsored Bank.

It has been prayed before the Hon'ble Tribunal to pass an award in favour of the workmen by granting proper and genuine relief.

3. The written statement has been filed by the management stating that the reference is for implementation of the Supreme Court direction with respect of pay structure of the employees of Koshi Regional Rural Bank, Purnea. The writ Petition No. 7149-50/82 and 132/84 was filed before Hon'ble Supreme Court for pay structure of R.R.B. employees with parity with the employees of sponsored Bank. The National Industrial Tribunal was constituted for determination of pay structure for R.R.B. employees. After the N.I.T. Award the Central Government constituted an Equation Committee. The Equation Committee submitted its report on 16-1-1991 and it was accepted by the Govt. of India. In the matter of operational problem cropped up towards implementation of NIT Award and also in regard staff service regulations and promotion policy in RRBs the Govt. of India decided that the NABARD might constitute a working group to study in depth on all such issues. NABARD had accordingly constituted a working group. NABARD submitted its report on 17-2-92. The notification of the Govt. of India and report of equation committee was also circulated alongwith the award. Bank has implemented the award and recommendations of the equation committee and circular has been filed by which the same was implemented. The NABARD has circulated the details of the fitment chart of RRB employee with that of sponsored Bank employee. As per the re-fixation of the pay scale of RRB employee there is direction that stage and number of year of service rendered and salary shall be fixed on that basis. In the month of March, 1991 N.I.T. arrear from 1-1-91 was paid as per the revised pay scales. The arrears from 1-9-87 to 31-12-90 was paid in four instalments on different dates. As per 6th and 7th Bipartite Settlement the pay revision of RRB employees and officers w.e.f. 1-1-92 and 1-4-98 was implemented. The Govt. of India issued notification dated 17-4-2002 for revision of pay scales of RRB employees as per 6th and 7th Bipartite Settlement and

officer's pay revision respectively, at par with nationalised Bank as on 1-4-2000. After implementation employees are getting more than the nationalised Bank employees.

It has been prayed that this Hon'ble Tribunal be pleased to answer the reference in affirmative holding that the action of the management KKGB, Purnea is legal and justified and the employees of Koshi RRB are not entitled to any relief.

4. Both the parties have filed their respective rejoinders admitting and denying the contents of some of the paragraphs of each other's written statement.

5. The concerned workmen has produced Md. Abu Muzaffer as WW-1. The documents filed on behalf of the workmen have been marked as Exts. W-1 to W-24.

The management has produced MW-1, Ram Kumar Dubey, and the documents filed by the management have been marked as Exts. M-1 to M-18.

6. Main argument advanced on behalf of the concerned workmen is that they are not getting equal salary for their equal work with other employees as per 6th & 7th Bipartite Settlement.

The management argued that the demand of the concerned workmen is not justified for fixation of their pay of 133 staff. In this respect the evidence of WW-1 is very much essential. WW-1, Md. Abu Muzaffar Nawaz has stated in cross-examination that amalgamation was after 21-6-2005, so the petition dated 21-6-2005 regarding non-getting equal salary for equal work was prior to amalgamation. It is fact that there is disparity after amalgamation. It is under consideration of the appropriate authority till the judgement of the present case. Chairman, Gramin Bank is the appropriate authority. No reference was made to the Government. Getting of lessor pay has been compensated by protection of their salary. I have not produced any letter of NABARD. 'NABARD' as mentioned in para 12 has been typed wrongly. I have not made any application for making the Uttar Bihar Gramin Bank as a party before appropriate Government.

The management counsel argued that rural bank has been amalgamated with Uttar Bihar Gramin Bank and that has not been made party by the union. Moreover, as per evidence of the concerned workman after amalgamation it is under consideration of the appropriate authority till the judgement of the present case. So, it shows that the above reference has been made in advance. Moreover, the concerned workman has stated that they are getting pay protection of their salary, so it shows that there is no loss of pay of the concerned workmen. There is no loss of pay to the concerned workmen as per evidence given by WW-1, who has stated that they have been compensated by protection of their salary.

7. Considering the above facts and circumstances I hold that the action of the management of Koshi Regional Rural Bank, Purnea in not implementing the pay structure

of the employees in view of the judgement of Supreme Court dated 31-1-2001 and 7-3-2002 and letter dated 22-2-91 and 17-4-2002 of Govt. of India is legal and justified. Accordingly, the concerned workmen are not entitled to any relief.

This is my Award.

H. M. SINGH, Presiding Officer

नई दिल्ली, 21 जुलाई, 2010

का.आ. 2018.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ पटियाला, के प्रबंधन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण सं. 1, नई दिल्ली के पंचाट (संदर्भ संख्या 53/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-7-2010 को प्राप्त हुआ था।

[सं. एल- 12012/127/2004-आईआर(बी-1)]

जोहन टोपनो, अवर सचिव

New Delhi, the 21st July, 2010

S.O. 2018.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 53/2004) as shown in the annexure, in the industrial dispute between the management of State Bank of Patiala, and their workmen, received by the Central Government on 21-07-2010.

[No. L-12012/127/2004-IR (B-I)]

JOHAN TOPNO, Under Secy.

ANNEXURE

BEFORE DR. R. K. YADAV, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, KARKARDOOMA COURTS COMPLEX, DELHI

I.D. No. 53/2004

V. K. Kapil
Plot No. 13, Vikram Enclave Extension,
80 Foota Road, Shalimar Garden,
Ghaziabad (U.P.)

...Workman

Versus

The Deputy General Manager,
State Bank of Patiala,
Zonal Office, 2nd Floor, NBCC Place,
Pragati Vihar, Bisham Pitamah Marg,
New Delhi-110 001.

...Management

AWARD

While working as A.L.P.M. Operator at Parliament Street, New Delhi branch of State Bank of Patiala, Shri V. K. Kapil withdrew a sum of Rs. 28600 through teller between December, 93 to September, 99 on different dates, without posting cheques in his current account No. 6415. He also withdrew a sum of Rs. 18050 through teller between 5th of July, 94 to 8th of September, 94, through 7 withdrawal form/

cheques drawn on saving bank account No.1999 and Saving bank account No.7779 in the name of Virender Kumar Kapil, which withdrawals were not debited to the above accounts and amounts so withdrawn were added by him to the supplementary list to tally the day book for the day. Amount of Rs. 15550 was adjusted by him on 28-10-94 and an amount of Rs. 2500 was adjusted by him on 23-11-94 in Saving bank account No.9220, maintained by Shri Des Raj Rawat. Besides above misconducts, he deliberately delaying posting of debit vouchers in the account of Bhushan Group of Companies at eighteen times with a view to accommodate that party, since sufficient balances were not available in their account, as well as to conceal creation of overdrafts in respect of the said debit vouchers. He also availed loan from outside sources between July, 1993 to June, 1995 in contravention of instructions of the Bank, without obtaining approval of the competent authority. When some of above misconducts came to light of the day Shri V. K. Kapil was suspended on 3rd of November, 95. His suspension was revoked on 18th of July, 97, with a stipulation that the competent authority would pass an order on that period, to be treated spent on duty or nor at the appropriate stage. Charge sheet was served upon him on 24th of November, 1999. The management decided to constitute a domestic enquiry. Before Enquiry Officer Shri Kapil admitted the charges. On consideration of the report of the Enquiry Officer, the Disciplinary authority heard Shri Kapil on quantum of punishment and removed him from services of the bank vide his order dated 17th of October, 2001. Appeal preferred by Shri Kapil Kumar came to be dismissed on 20-11-2001. He raised an industrial dispute before the Conciliation Officer. Since conciliation proceedings failed, the appropriate Government referred the dispute to this Tribunal for adjudication, vide Order No. L-12012/127/2004-IR(B-I) New Delhi dated 8th October, 2004, with the following terms:—

“Whether the action of the management of State Bank of Patiala, New Delhi in removing from the service of Shri V. K. Kapil, Ex-A.L.P.M. Operator by imposing a punishment vide order dated 17-10-2001 is just, fair and legal? If not to what relief the workman is entitled to and from which date?”

2. Claim statement was filed by Shri Kapil pleading that he joined services of the State Bank of Patiala as Cashier-cum Godown Keeper at its Smalkha (Panipat) branch on 26-9-77. He was posted at S. N. Marg, Delhi branch of the bank during 2001, where he was working as A.L.P.M. Operator. On 3-11-95 he was suspended. In July, 1997 his suspension was revoked and he was reinstated in services. For the said period of suspension he was not paid full wages and it was decided subsequently that his period of suspension was not to be treated as spent on duty. On 24-11-99 a charge sheet was served upon him, which was vague, indefinite, non speaking and lacking in particulars. Charge sheet was not accompanied

with list of documents and witnesses. He demanded copies of documents, list of documents and witnesses, vide his letter dated 19-1-2000. He also demanded copy of preliminary enquiry report and other information which was required to meet the charges, so levelled on him. However, the management opted not to supply list of documents, witnesses and other material to reply the charge sheet. Enquiry Officer was appointed in haste, without awaiting his reply to the charge sheet. Even at the start of enquiry list of witnesses and documents were not supplied to him.

3. The claimant projects that the Enquiry Officer induced him to admit the charges, by showing provisions of clause 19.12 of Bipartite Settlement and making him to believe that no major penalty would be imposed and he would be let off with a warning only. The Enquiry Officer obtained his admission by playing fraud upon him. Enquiry Officer had not conducted any enquiry against him and submitted his report to the Disciplinary Authority on the basis of admission, so obtained. Disciplinary Authority issued show cause notice dated 8-10-2001 proposing penalty of removal. He submitted that his admission was obtained on a misrepresentation. He presented that the enquiry cannot be dispensed with when major penalty was to be imposed. Removal order was passed by Assistant General Manager vide order dated 17-10-2001, holding him guilty of gross misconduct. Period of suspension was treated as not spent on duty. Appeal preferred by him was dismissed on 29-11-2001. He presents that act of his removal from service was malafide, unfair labour practice and against the principles of natural justice. He seeks his reinstatement in service with continuity and full back wages.

4. Claim was demurred by the management pleading that charge sheet served upon the claimant was specific and definite. It was not lacking in particulars. All particulars were supplied to the claimant. He had also inspected relevant records before replying the charge sheet. However, he evaded in offering his explanation to the charges levelled against him. When enquiry proceedings were initiated, he admitted the charges before the Enquiry Officer on 15th of May, 2000. When charges stood admitted, there was no occasion for the Enquiry Officer to proceed with the enquiry. It has been denied that the Enquiry Officer induced the claimant to admit the charges. It is denied that the Enquiry Officer represented that only minor penalty would be awarded to him, in case he makes admission of his guilt. The Enquiry Officer submitted his report to the Disciplinary Authority, who considered nature of the misconduct, past record of his services and awarded punishment of removal from service, which commensurate to his misconduct. Period of his suspension was treated as not spent on duty, hence claimant was not entitled for full wages for that period. After his removal from service, claimant has accepted his gratuity, provident fund and other dues. Allegations levelled by the claimant that the action of removal amounted to mala fide, unfair labour

practice and against principles of natural justice, are unfounded. It has been projected that there is no substance in the claim and it may be dismissed.

5. On pleadings of the parties following issues were settled:

1. Whether the enquiry conducted by the management was just, fair and proper?
2. Whether punishment awarded to the workman commensurate to his misconduct?
3. As in terms of reference?
4. Relief.

6. **Issue No.1** was treated as preliminary issue. Claimant had examined himself in support of his claim. Shri T. P. S. Saini (MW1) and K. L. Babbar (MW2) were examined on behalf of the management. After hearing the claimant, his authorized representative and authorized representative of the management, issue No.1 was answered in favour of the management and against the claimant, vide order dated 8-4-2010.

7. To project that the punishment was proportionate to his misconduct, the claimant had filed his written arguments. None came forward on behalf of the management to advance arguments. I have considered written arguments submitted by the claimant and material placed on the record. My finding on issues involved in the controversy are as follows :

Issue No. 2.

8. In written submissions the claimant projects that bank had not suffered any loss, no mala fide was attributed on his part and he did not derive any undue gain. The penalty has disqualified him from future employment. He further projects that he was not involved in any fraud, falsification of accounts, cheating, interpolation of any entry in account books and tampering of the bank record. He had rendered more than 24 years of service. According to him the punishment was too harsh and not commensurate to his misconduct.

9. What should be the appropriate punishment which can be awarded to the claimant? Right of an employer to inflict punishment of discharge or dismissal is not unfettered. The punishment imposed must be commensurate with gravity of the misconduct, proved against the delinquent workman. Prior to enactment of Section 11-A of the Act, it was not open to the industrial adjudicator to vary the order of punishment on findings that the order of dismissal was too severe and was not commensurate with the act of misconduct. In other words, the industrial adjudicator could not interfere with the punishment as it was not required to consider propriety or adequacy of punishment or whether it was excessive or too severe. The Apex Court, in this connection, had, however, laid down in *Bengal Bhatdee Coal Company [1963(1)LLJ 291]* that where order of punishment was

shockingly disproportionate with the act of the misconduct which no reasonable employer would impose in like circumstances, that itself would lead to the inference of victimization or unfair labour practice, which would vitiate order of dismissal or discharge. But by enacting the provisions of section 11-A of the Act, the Legislature has transferred the discretion of the employer, in imposing punishment, to the industrial adjudicator. It is now the satisfaction of the industrial 'adjudicator to finally decide the quantum of punishment for proved acts of misconduct, in cases of discharge or dismissal. If the Tribunal is satisfied that the order of discharge or dismissal is not justified in any circumstances on the facts of a case, it has the power not only to set aside order of punishment and direct reinstatement with back wages, but it has also the power to impose certain conditions as it may deem fit and also to give relief to the workman, including award of lesser punishment in lieu of discharge or dismissal.

10. It is established law that imposing punishment for a proved act of misconduct is a matter for the punishing authority to decide and normally it should not be interfered with by the Industrial Tribunals. The Tribunal is not required to consider the propriety or adequacy of punishment. But where the punishment is shockingly disproportionate, regard being had to the particular conduct and past record, or is such as no reasonable employer would ever impose in like circumstance, the Tribunal may treat the imposition of such punishment as itself showing victimization or unfair labour practice. Law to this effect was laid by the Apex Court in *Hind Construction and Engineering Company* [1965 (1) LLJ 462]. Likewise in *Management of the Federation of Indian Chambers of Commerce and industry* [1971 (II) LLJ 630] the Apex Court ruled "that the employer made a mountain out of a mole hill and had blown a trivial matter into one involving loss of prestige and reputation and as such punishment of dismissal was held to be unwarranted. In *Ram Kishan* [1996 (1) LLJ 982] the delinquent employee was dismissed from service for using abusive language against a superior officer. On the facts and in the circumstances of the case, the Apex Court held that the punishment of dismissal was harsh and disproportionate to the gravity of the charge imputed to the delinquent. It was ruled therein, "when abusive language is used by anybody against a superior, it must be understood in the environment in which that person is situated and the circumstances surrounding the event that led to the use of abusive language. No straight-jacket formula could be evolved in adjudicating whether the abusive language in the given circumstances would warrant dismissal from service. Each case has to be considered on its own facts."

11. In *B.M. Patil* [1996 (I) LLJ 536], Justice Mohan Kumar of Karnataka High Court observed that in exercise of discretion, the disciplinary authority should not act like a robot and justice should be moulded with humanism and understanding. It has to assess each case on its own merit

and each act of fact should be decided with reference to the evidence recorded on the allegations, which should be basis of the decision. The past conduct of the worker may be a ground for assuming that he might have a propensity to commit the misconduct and to assess the quantum of punishment to be imposed. In that case a conductor of the bus was dismissed from service for causing revenue loss of 50 p to the employer by irregular sale of tickets. It was held that the punishment was too harsh and disproportionate to the act of misconduct.

12. After insertion of section 11-A of the Act, the jurisdiction to interfere with the punishment is there with the Tribunal, who has to see whether punishment imposed by the employer is commensurate with the gravity of the act of misconduct. If it comes to the conclusion that the misconduct is proved, it may still hold that the punishment is not justified because misconduct alleged and proved is such as it does not warrant punishment of discharge or dismissal and where necessary, set aside the order of discharge or dismissal and direct reinstatement with or without any terms or conditions as it thinks fit or give any other relief, including the award of lesser punishment, in lieu of discharge or dismissal, as the circumstance of the case may warrant. Reference can be made to a precedent in *Sanatak Singh* (1984 Lab.I.C.817). the discretion to award punishment lesser than the punishment of discharge or dismissal has to be judiciously exercised and the Tribunal can interfere only when it is satisfied that the punishment imposed by the management is highly disproportionate to the decree of the guilt of the workman. Reference can be made to the precedent in *Kachraji Motiji Parmar* [1994 (II) LLJ 332]. Thus it is evident that the Tribunal has now jurisdiction and power of substituting its own measure of punishment in place of the managerial wisdom, once it is satisfied that the order of discharge or dismissal is not justified. On facts and in the circumstances of a case, Section 11 A of the Act specifically gives two folds powers to the Industrial Tribunal, first is virtually the power of appeal against findings of fact made by the Enquiry Officer in his report with regard to the adequacy of the evidence and the conclusion on facts and secondly of foremost importance, is the power of reappraisal of quantum of punishment.

13. Power to set aside order of discharge or dismissal and grant "relief of reinstatement or lesser punishment is not untrammelled power. This power has to be exercised only when Tribunal is satisfied that the order of discharge or dismissal was not justified. This satisfaction of the Tribunal is objective satisfaction and not subjective one. It involves application of the mind by the Tribunal to various circumstances like nature of delinquency committed by the workman, his past conduct, impact of delinquency on employer's business, besides length of service rendered by him. Furthermore, the Tribunal has to consider whether the decision taken by the employer is just or not. Only after taking into consideration these aspects, the Tribunal can

upset the punishment imposed by the employer. The quantum of punishment cannot be interfered with without recording specific findings on points referred above. No indulgence is to be granted to a person, who is guilty of grave misconduct like cheating, fraud, misappropriation of employers fund, theft of public property etc. A reference cannot be made to the precedent in Bhagirath Mal Rainwa [1995 (1) LLJ 960].

14. Now facts are to be taken note of. Charge sheet Ex.MW1/8 is not a disputed document. Prior to issuance of that charge sheet letter dated 26-10-95 was written by the claimant to the management bank which has been proved as Ex.MW1/1. Ex. MW 1/7 was also written by the claimant to the bank. Out of these documents it came to light that a sum of Rs.28600 was withdrawn by the claimant through teller between December, 93 to September, 94 without debiting cheques to his current account No. 6415. He made adjustment entries in supplementary books (subsidiary day books) by adding therein the amount of cheques drawn by him. Subsequently he debited that amount on 14-1-94 as correction entry to the current account of M/s. Bhushan Group of Company Limited. A sum of Rs. 18050 was also withdrawn by him over teller from 5-7-94 to 8-9-94, drawn on saving bank account No. 9999, in the name of Shri V. K. Kapil and on saving bank account No.7779 in the name of Virender Kumar Kapil. These withdrawals were not debited to above accounts and were added to supplementary list by the claimant to tally day book for the day. The amount so referred was adjusted by him through two debit entries of Rs.15550 and Rs.2500 on 28th October, 94 and 23rd November, 94 respectively in saving bank account No.9220 of Des Raj Rawat. He raised loan from outside sources between July, 93 to June, 95 in contravention of instructions of the bank, without obtaining prior approval of the competent authority. He deliberately delayed posting of debit vouchers in the account of Bhushan Group of Industries, with a view to accommodate that party since sufficient balance was not available in their account between 22-4-93 to 16-12-94. He did so with an intention to conceal creation of over drafts, in respect of vouchers at eighteen intervals to help Bhushan Group of Companies in respect of major amount of debit vouchers. All those misconducts were subsequently conceded by the claimant, before the Enquiry Officer. Therefore, it is emerging over the record that the claimant not only caused loss to the bank but acted contrary to the interest of his employer. In case over drafts were created in respect of debit vouchers then Bhushan Group of Companies ought to have suffer interest. The bank lost that interest also. The claimant had falsified bank account books when he made entries in supplementary books (subsidiary books) in respect of an amount of Rs.28600 and entries in account No.9220 of Des Raj Rawat in respect of a sum of Rs.18050. He also obtained loan from outside sources in violation of the schedules of the bank, without prior permission of the competent authority. Discipline became casualty when the claimant violated bank

instructions and sought loan from outside source without prior permission of his superiors.

15. An act subversive of discipline amounts to a serious misconduct. Such acts not only tend to destroy discipline but tantamount to create a scene of disobedience at a work place. If an employee who sabotage discipline at work place is not punished suitably than it may prove contagious to his colleagues. Therefore, such instances may prove inflamatory in case not dealt with in stern manner.

16. Acts of dishonesty and fraud are also serious misconduct. As detailed above, the claimant was dishonest when he withdrew money over teller without debiting his current account. He committed fraud when he made matching entry in supplementary books with a view to conceal that fraud. He also made adjustment entry in the account of Shri Des Raj Rawat in respect of a sum of Rs. 18050 which amount was withdrawn by him over teller at different intervals. Act of dishonesty and fraud amounts to criminal offence too. Such acts constitute serious misconducts warranting penalty of dismissal. In Tika Ram & Sons Ltd. [1960 (1) LLJ 514] the Apex Court approved penalty of dismissal for acts of dishonesty and fraud.

17. When claimant delayed posting of debit entry in the account of Bhushan Group of Companies, he showed disloyalty to his employer. Employer expects loyalty from an employee in connection with his employment. By acts of helping Bhushan Group of Companies the claimant had shown his loyalties to a customer of the bank in contradiction to the interest of his employer. By his acts and conduct he gave reasons to his employer to apprehend that confidence cannot be reposed in him. Considering all these aspects, I am of the considered view that punishment of removal from service commensurate to the misconduct of the claimant. Issue is, therefore, answered in favour of the management and against the claimant.

Issue No.3

18. Since punishment awarded to the claimant commensurate to his misconduct, hence his removal from service w.e.f. 17-10-2001 cannot be termed as unjust, unfair and in contravention of law. No facts are brought over the record to justify indulgence in favour of the claimant. Therefore, it is concluded that action of the management in removing the claimant from services vide order dated 17-10-2001 is just, fair and legal. The issue is, therefore, answered in favour of the management and against the claimant. Relief.

19. In view of the foregoing discussion, claimant is not entitled to any relief. His claim statement deserves dismissal. Same is, therefore, dismissed, being devoid of merits. An award is accordingly passed. It be sent to the appropriate Government for publication.

Dated: 29-6-2010

Dr. R. K. YADAV, Presiding Officer

नई दिल्ली, 21 जुलाई, 2010

का.आ. 2019.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ बिकानेर एण्ड जयपुर, जयपुर के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर क पचाट (संदर्भ संख्या 5/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-7-2010 को प्राप्त हुआ था।

[सं. एल-12012/298/88-आई आर(बी-1)]

जोहान टॉपनो, अवर सचिव

New Delhi, the 21st July, 2010

S.O. 2019.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 5/2001) as shown in the Annexure in the Industrial Dispute between the management of State Bank of Bikaner & Jaipur, Jaipur and their workmen, which was received by the Central Government on 21-7-2010.

[No. L-12012/298/88-IR(B-I)]

JOHAN TOPNO, Under Secy.

ANNEXURE

BEFORE SRIRAM PARKASH, HJS, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, KANPUR INDUSTRIAL DISPUTE NO. 5 OF 2001

Between

1. Bankey Lal Prajapati, s/o Sri Ram Raj Ram Prajapati, 55/8, Vijai Nagar, Kasnpur.

2. Ram Bachan Singh son of Sri Raghu Raj Singh, vill. Ikrapura, P.O. Devkali, Tehsil Kerakat, District Jaunmpur.

3. Surendra Pratap Berma son of Sri Shyam Prasad Verma, 55/8 Vijai Nagar, Kanpur

4. Mewa Lal Prajapati son of Sri Ram Raj Ram Prajapati, 55/8 Vijai Nagar, Kanpur.

5. Panna Lal Parjapati son of Sri Ram Khelawan Prajapati, 55/8 Vijai Nagar, Kanpur.

AND

The Manager State Bank of Bikaner & Jaipur,
‘Main Head Office, Tilak Marg Jaipur.

AWARD

1. Central Government MOL, New Delhi vide notification no.L-12012/298/88-IR (B-1) dated 19-03-2001, has referred the following dispute for adjudication to this tribunal.

2. Whether the action of the management of State Bank of India & Jaipur in terminating the services of S/Sri Banke Lal Parjapati, Ram Bachan Singh, Surendra Pratap Verma, Mewa Lal Parjapati and Panna Lal Parjapati without giving them an opportunity for re-employment is legal and

justified? If not, to what relief the said workmen are entitled?

3. Brief facts of the case are that the claimant Sri Panna Lal Prajapati, Sri Surendra Prajapati, Sri Mewa Lal Prajapati, Sri Bankey Lal Prajapati and Sri Ram Bachan Singh have filed their claim statement separately in the instant industrial dispute case, but the facts being similar, therefore, repeating the facts of each claimant is of no use. I am reproducing the facts of claimant Sri Panna Lal. Opposite party has also filed common reply/written statement. Thereafter all the claimants have filed a common rejoinder.

4. Claimant Sri Panna Lal has alleged that he has been employed on 27-09-82, by the opposite party bank at their Kaushal Puri Branch, Kanpur, at the post of peon and worked there up to 15-12-82 where after the bank terminated the services of the claimant on 16-12-82 without following any provision of law. It is alleged that the opposite party adopted unfair labour practice which is covered under section 2(ra) of the Act, because they are engaging and employing the employee for a period of less than 90 days and then removing them, whereas, the post of peon in the bank is a permanent post and the workman is also permanent and opposite party is not permitting the employees to become a permanent employee, which is illegal act.

5. Before conciliation officer opposite party has given an assurance and on this assurance the case of the claimants was not forwarded to the CGIT or reference not made. Due to this the claimants have to file a writ petition before the Hon'ble High Court. It is also stated that the claimants were getting Rs.1000 per month, whereas other employees were getting full salary. It is also alleged that junior to the claimant were still engaged by the opposite party. Sri Sham Nath who had worked for 81 days, he was again employed in the year 1986-87 to complete the 90 days and has been regularized. Sri Ram Chandra Savita was permitted to continue 90 days in the year 87-88 and he has been made permanent at Gitanagar branch of the bank at Kanpur. Sri Ramesh Chandra Savita (Dabhoh) at Udaipur, Ram Naresh Pal have been permitted to complete the days at Gita Nagar Branch and employed at Shastri Circle Udaipur. Similarly Vishwana rain Tiwari, Raj Kumar Saroj, Ravinder Singh Chauhan, Brij Kishore Verma and Sri Santosh Kumar Tiwari have been employed and engaged, who were more junior to the claimants.

6. Therefore, the claimants have prayed that the order of termination with effect from 16-12-84 be declared illegal and he be permitted to be reinstated and the opposite party be directed to pay the bank wages.

7. Claimant Sri Surendra Prasad Verma has alleged that he has been working since 4-2-85 and worked till 24-4-85 at Kaushalpuri Branch of the bank and he was terminated on 24-4-85.

8. Sri Mewa Lal has alleged that he was employed on 5-8-82 and worked till 23-10-82 at Ratan Lal Nagar Branch of the bank at the post of peon and his services were also

terminated on 24-10-82. Sri Bankey Lal has alleged that he was engaged on 20-6-81 and worked till 7-9-81, again from 12-5-88 to 30-7-88 at Gita Nagar Branch of the bank and his services were removed from 30-7-88. Sri Ram Bachan Singh has alleged that he was employed on 14-8-81, and his services were terminated on 31-10-81. He has stated that he was employed at the post of cashier-cum-clerk at Vishweshwar Ganj Branch at Varanasi.

9. Opposite party has filed a common written statement. It is stated that Sri Bankey Lal Prajapati was employed on purely temporary basis on the contract of appointment cum termination. He was neither terminated nor retrenched from the service but his services automatically came to an end by efflux of time. None of the employee namely Bankey Lal, Ram Bachan Singh, Suiendra Pratap, Mewalal and Panna Lal had worked for 240 days in a year so they are not entitled to any benefit as well as any protection of the provisions of the Act. It is stated that one time opportunity was given to all the ex-workmen who had temporarily worked in the bank in the year 1987 by giving advertisement in all Hindi and English News Paper and other news papers. Recruitment proceedings laid down by the bank were followed and permanent employment was offered to those persons who had applied on the prescribed format within the time prescribed therein. Neither the petitioner ever applied nor availed such opportunity. It is wrong to say that the management has ever involved in any alleged unfair labour practice as alleged by the claimants. It is also stated that as per order of the Hon'ble High court it was directed that all the workmen may file reference within two months from the date of obtaining certified copy. None of the workmen ever applied before the ALCC within two months. Therefore, right of the petitioner automatically ceases. The matter has wrongly been referred. All the workmen had voluntarily accepted the terms and conditions of the appointment and they are stopped from raising any alleged dispute now at this juncture. Therefore, the claim of all the claimants is liable to be rejected.

10. All the claimants have filed common rejoinder, but nothing new has been pleaded therein except reiterating the facts as already pleaded by them in their respective statement of claim.

11. It is alleged that the opposite party has alleged breach of section 2SH and rule 78 of the Act.

12. Opposite party has not given any information regarding new recruitment.

13. Heard arguments at length and perused records carefully.

14. Opposite party has not appeared at the time of arguments. Opposite party has also not given any oral or documentary evidence in support of their case.

15. Claimant has adduced documentary as well as oral evidence.

16. All the claimant have also filed their certificates vide list paper no. 31/1. These certificates are regarding number of days worked by them in the bank.

17. Claimants have adduced in evidence one Sri Surendra Pratap Verma as W.W.I.

18. I have perused whole evidence. Though the opposite party has not adduced any evidence but opposite party has participated in the evidence and opposite party has thoroughly cross-examined W.W. I, therefore, the evidence of W.W.I has to be read as a whole.

19. It is admitted by the w.w.I that none has been given appointment letter. There is no termination letter. It is also admitted that they have worked in the bank only for 80 days.

20. Therefore, it is clear that none of the claimants had worked 240 days or more in a year continuously.

21. Now it has to be seen whether opposite party has committed breach of section 25-H read with rule 78.

22. I have examined the statement of W.W.I. Claimant has alleged in Para 9 of claim statement that juniors to the claimant, one Sri Shyam Nath, one Sri Ram Chandra Savita, Sri Ramesh Chandra Saita, Sri Ram Naresh Pal, Sri Vishwa Narain Tiwari, Sri Raj Kumar Saroj, Sri Rajender Singh Chauhan, Sri Brij Kishore Verma and other persons have been made permanent who were juniors to the claimants, but not a single word has been stated on oath by the claimant in their examination in chief. In cross-examination he also admitted that after advertisement in the news paper for recruitment which was done by the opposite party he has applied for the post. But he does not have any copy of such application.

23. I have examined the certificates filed by the claimants. These are the certificates showing work and number of days work done by the claimants. It cannot be termed as an appointment letter. Their names were not called from the employment exchange. They were not recruited by following the prescribed procedure. Opposite party has contended that after lapse of time their services were automatically ceased. In my view initially the burden lies on the claimant to prove that the opposite party has committed any breach of the provisions of Industrial Disputes Act particularly section 25H. But from the evidence it does not appear that the opposite party has committed any breach of section 25H read with rule 78 of I.D. Act. The claimants have to stand on their own legs.

24. Claimants have filed and placed reliance upon the decisions

25. 1997 (76) FLR 393 Oriental Bank of Commerce versus Union of India and another (Allahabad High Court).

26. 1987 Lab IC 1361 Gujarat High Court, Gujarat State Machines Tools Corporation versus Deepak J Desai.

27. I have gone through the aforesaid rulings respectfully and the principles laid down by the Hon'ble

High Court but in the given circumstances and facts of the case claimants are not entitled to get any relief on the basis of these rulings. The claimants have filed to prove their case. Therefore they are not entitled to any relief.

28. In view of discussions as above, it is held that none of the claimant is entitled for any relief and the reference is answered against them and in favour of the opposite party bank.

Dt. 13-7-2010 RAM PARKASH, Presiding Officer

नई दिल्ली, 21 जुलाई, 2010

का.आ. 2020.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय स्टेट बैंक प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण सं. 1, नई दिल्ली के पंचाट (संदर्भ संख्या 16/2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-7-2010 को प्राप्त हुआ था।

[सं. एल-12012/299/2004-आई आर(बी-1)]

जोहन टोपनो, अवर सचिव

New Delhi, the 21st July, 2010

S.O. 2020.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 16/2005) as shown in the Annexure in the Industrial Dispute between the management of State Bank of India and their workmen, which was received by the Central Government on 21-7-2010.

[No. L-12012/299/2004-IR(B-I)]

JOHAN TOPNO, Under Secy.

ANNEXURE

**BEFORE DR. R. K. YADAV, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL
NO. 1, KARKARDOOMA COURTS COMPLEX,
DELHI I. D. NO. 16/2005**

Shish Ram
Village Katesara,
Teh. Palwal, Distt. Faridabad,
Haryana.

—Claimant

Versus

The Assistant General Manager,
State Bank of India,
Stationery Department,
Sector-6, Plot No. 3,
Faridabad.

—Management

AWARD

Claimant was occasionally engaged by State Bank of India for doing some odd jobs of casual in nature. He was paid for the days he worked with the bank. His engagement by the bank for odd jobs was not in consonance with procedure and rules of appointment. When there was

no odd job available with the bank, the claimant was disengaged. He raised a dispute before the Conciliation Officer. Since conciliation proceedings failed, appropriate Government referred the dispute to this tribunal for adjudication vide order No. L-12012/299/2004-IR(B-1), New Delhi dated 1-7-2005, with the following terms :—

“Whether the action of the management of State Bank of India in terminating the services of Shri Shish Ram s/o Shri Mahavir Singh, Sorter-cum-Messenger w.e.f. 2003 is just and legal? If not what relief the workman is entitled to?”

2. Claim statement was filed by Shish Ram pleading therein that he was appointed as Sorter-cum-Messenger against a regular vacancy w.e.f. 1-1-1995. He was paid on daily wages basis, as and when there was a leave vacancy. In January, 1999 he was appointed against a permanent and regular vacancy of Sorter-cum-Messenger. Though he was appointed against a regular vacancy, yet he was shown as a temporary employee and paid on daily wage basis. He had been performing all duties of Sorter-cum-Messenger-cum-General Attendant. He worked for 254 days in 1999, 259 days in 2000, 252 days in 2001, 256 days in 2002 and 52 days in 2003. He was paid on daily wage basis, in violation of Bipartite Settlement. He requested the bank to release his payment in accordance with the bipartite settlement. He also requested the authorities for regularization of his services, which request led to their annoyance. Consequently his services were terminated on 15-4-03 by the Assistant General Manager. He was not allowed to join his duties on 16-4-2003. He presents that on completion of 240 days of service, he became a protected workman under the provisions of section 25-F of the Industrial Disputes Act, 1947 (in short the Act). The bank had absorbed all daily wage employees who had worked for more than 30 days in a calendar year, w.e.f. 1-7-75 to 31-7-88.

3. Policy guidelines were issued by the bank for absorption of temporary daily wage employees. Though he had worked continuously for the period of 1073 days, yet his services were not regularized. No charge sheet was ever served upon him before termination of his services. His services were dispensed with in violation of the provisions of section 25-F, 25-G and 25-H of the Act. Action of the management is illegal and amounts to unfair labour practice and victimization. It has been claimed that he be reinstated in services with continuity and full back wages. The management be also commanded to pay him full wages from January, 1999 till the date of his reinstatement after deduction of meager amount already paid to him. Management be further ordered to absorb him permanently in the service of the bank.

4. Contest was given to the claim statement by the management pleading that the bank is a public sector institution where employment is to be made in accordance with the established recruitment rules. An employee is appointed in the bank through proper selection process, after giving equal opportunities to public at large. Assistant

General Manager has no authority to appoint anyone in violation of recruitment rules. The claimant was never appointed by the bank, hence he never marked his attendance in attendance register. In case the claimant had worked with the bank then he was engaged by an incompetent authority, in violation of the existing rules. Since he was not appointed in accordance with the rules, there never existed any relationship of employer and employee between the parties. It has been denied that the claimant was appointed as Sorter-cum-Messenger against a permanent vacancy in 1995 or in January, 91. It has further been denied that he worked for the bank till 2003. It has been pleaded that occasionally he was engaged on casual basis for doing odd jobs, purely of casual in nature. It has been denied that the claimant ever requested the authorities for payment of his full wages or for his regularization. There was no occasion for him to make such a request. Since he was not an employee of the bank, there was no necessity for the Assistant General Manager to terminate his services on 15-4-2003. It has been denied that he was engaged as Sorter-cum-Messenger continuously from January 1999 to April, 2003. It has been pleaded that settlements dated 7-11-84, 17-11-87 and 16-7-88, which laid guidelines for absorption in the services of the bank, are not applicable to the claimant. Under those settlements temporary employees of the bank were categorised as of category 'A', 'B' and 'C' who had completed 270 days, 240 days and 30 days minimum service from 1-7-75 to 31-7-88 for the purpose of regularization in the services of the bank. Vacancies against those settlements were likely to arise in 1987 to 1991. The claimant had not put in 240 days continuous service in a calendar year, hence the provisions of section 25-F, 25-G and 25-H of the Act are not applicable to him. The claim is misconceived as to the concept of protected workman. He is not entitled to relief of reinstatement with continuity of service, not to talk of absorption in service. His claim is devoid of merit and it may be dismissed.

5. Claimant has examined himself as well as Shri R.C. Sagar in support of his claim. The management has examined Indra Singh Kaler and Santosh Kumar Gupta in support of its defence. No other witness was examined by either of the parties.

6. Arguments were heard at the bar, Shri J.N. Kapoor, authorized representative advanced arguments on behalf of the claimant. Shri J. Buther, authorized representative raised submissions on behalf of the management. I have given my careful considerations to the arguments advanced at the bar and cautiously perused the record. My findings on issues involved in the controversy are as follows:—

7. Shri Shish Ram had testified that he joined services of the management as Canteen Boy in 1995. On 1st of January, 1999 he was appointed as Sorter-cum-Messenger. He was being paid wages for the days of his actual work. His wages were paid through cheque. He worked for 254 days in 1999, 259 days in 2000, 252 days in 2001, 256 days in 2002 and 52 days in 2003. He was paid @ Rs. 80 per day as his wages. No appointment letter was issued to him by

the management. No termination letter was issued to him. Gatemen was instructed not to permit his entry inside the bank premises. As a part of his duty, he used to sort out stationery, fill in indent form and send required stationery to various branches. He used to sign indent forms. Photo copy of indent forms filled in by him in the year 2002-2003 are Ex. WW1/1 to Ex. WW1/732. All these indent forms bear his signatures. Visitor register for the year 2002-2003 was signed by him in token of the fact that he attended his duties in the bank from 5-11-2002 till 25-3-2003. The said register (containing 85 leaves) is Ex. WW1/733. All 85 leaves of the said register bear his signatures. On 27-3-2001 he parked his cycle at cycle stand. Inadvertantly he went home without collecting his cycle. He lost slip issued by cycle stand attendant. He wrote a letter for release of his cycle which was counter signed by the Manager, namely, Santosh Kumar Gupta. Photo copy of the said letter is Ex. WW1/735. During the course of conciliation proceedings bank admitted that all entries recorded in indent form are correct, which fact was recorded by the Conciliation Officer in his proceedings, copy of which is Ex. WW1/734. During the course of his cross examination, he concedes that he had not filled in an application form for the post of Sorter-cum-Messenger. He also admits that the bank had not issued any advertisement inviting applications for the post of Sorter-cum-Messenger. Shri R.C. Sagar had issued a certificate that he used to make entries in indent forms copy of which certificate is Ex. WW1/M.1

8. Shri R.C. Sagar, Deputy Manager (Retd.) deposed that in July, 2002 he was transferred to Faridabad Stationery branch of the bank from where he retired in October, 2006. The claimant was working as a Sorter in his section in July, 2002. In July or August, 2003 a dispute arose between the claimant and the branch manager. He was removed from his section. He concedes that Ex. WW1/734 bears his signatures at point 'A'. Claimant used to put bundle of stationery in gunny bag and packets, besides other work. As an in-charge of Stationery section, he (witness) used to sign 1st page of the indent, after sending required stationery to a branch. He further concedes that there was a contractor, who used to render services of making packets of stationery sheets, sent to various branches of the bank. Except the claimant none was working in his section. He projects that the claimant was not a permanent employee of the bank. He could not deny the proposition that the claimant was an employee of the contractor.

9. Shri Indra Singh Kaler deposes in his affidavit Ex. MW1/A that the claimant was never appointed as Sorter-cum-Messenger in the bank either w.e.f. January 1985 or from January, 1999 to 2003. He had never performed duties of permanent Sorter-cum-Messenger. Hence there was no question of paying him @ Rs. 80 per day. The claimant never marked his attendance. He concedes that occasionally claimant was engaged on casual basis for doing odd jobs of purely casual in nature. He denied that the claimant performed duties of Sorter-cum-Messenger for continuous period of 1093 days from 1999 to 2003.

According to him settlements dated 7-11-84, 17-11-87 and 16-7-88 are not applicable to the claimant. However, he concedes that Shish Ram worked as a casual labour and was paid for actual days of his work.

10. Shri Santosh Kumar Gupta swears in his affidavit that it was duty of the Deputy Manager to allot items and quantity of stationery to be sent to various branches, after receipt of requisition from those branches/offices. Deputy Manager used to put his signatures on indents for supply of stationery, other items and its quantity. No other employee was assigned duty of allotment of stationery items, to be sent to various branches/offices. Signature of the claimant appearing on indents with sketch pen might have been put by him at subsequent point of time, since copies of indent form and other documents were lying in the section and accessible to all including the claimant. First copies of the indent forms for the year 2002-2003 are not available in a stationery department, which have been removed by someone. He projects that letter dated 27-3-2001 does not bear his signatures. During the course of his cross examination he unfolds that the claimant was an employee of the contractor. Cheques Ex. MW2/W1 to Ex. MW2/W35 were issued in favour of the claimant. Letter Ex. MW2/W36 to Ex. MW2/W68 pertain to the aforesaid cheques.

11. To appreciate rival facts deposed by parties, it is expedient to construe the evidence referred above. It is not a disputed fact that management bank has its rules of recruitment. Employees are recruited by way of inviting applications from public at large or by way of calling names from Employment Exchange. After receipt of application/names, as detailed above, candidates are required to undergo written test/interview. Selected candidates are issued appointment letter, subject to verification of their antecedents. Claimant concedes that no appointment letter was ever issued to him. It is not his case that he used to mark his attendance, in attendance register kept for regular employee. Therefore, it is emerging over the 4 record that no case has been projected by the claimant to the effect that he was recruited as Sorter-cum-Messenger in accordance with the recruitment rules. It is not his case that an appointment letter was issued, when his services were engaged as Sorter-cum-Messenger by the bank. He presents that he used to sign visitors register in token of fact that he used to attend duties in the bank from 5-11-02 till 25-2-2003. It is a matter of common knowledge that a visitors register is signed by a person, other than an employee, who visits branch of the bank. An employee is not supposed to sign visitor register, since he reaches the bank premises to perform his duties and not as a visitor. Even customers are not required to sign visitor's register since they visit the bank for business. One who sign visitor's register, visits the bank for some odd jobs. Consequently it is evident that the claimant does not project himself to be a permanent employee of the bank. He concedes that his engagement, if any, was dehors the rules of recruitment.

12. Shri R. C. Sagar details that when he joined Faridabad Stationery Branch of the bank in July, 2002, the

claimant was working in his section as a Sorter. He was working in that section prior to his joining duties there. He presents that a contractor was rendering his services of making packets of the stationery sheets, which were to be sent to various branches. Except the claimant none was working in his section. He makes it clear that the claimant was not a permanent employee in the bank. He could not deny the proposition that the claimant was an employee of the contractor. Therefore, out of the facts unfolded by Shri R. C. Sagar, it came to light that the claimant was not a permanent employee of the bank. He does not dispute that the claimant was an employee of a contractor, whose job was to make packets of the stationery sheets, which were to be sent to various branches of the bank.

13. Shri Santosh Kumar Gupta makes out a case that it was duty of the Deputy Manager to allot item and quantity of stationery, which were to be sent to a particular branch/office, on receipt of their requisition. Deputy Manager used to put his signatures on indents for supply of stationery items and its quantity. No staff employee was assigned duty of allotment of stationery items and to sign indent forms. He projects that signature of the claimant appearing on indent forms with sketch pen might have been put by him subsequently, since it were lying in the section where claimant was having access.

14. Shri Kapoor had argued that the indent forms for the year 2002-2003 bear signatures of the claimant, which are Ex. WW1/1 to Ex. WW1/732. According to him these indent forms go to show that in the year 2003 the claimant was working as a Sorter in Faridabad Stationery branch of the bank. When testimony of the claimant and arguments advanced by Shri Kapoor are appreciated in the light of the facts deposed by Santosh Kumar Gupta, it came to light that it was duty of Deputy Manager to allot and quantify stationery items, to be sent to respective branches/offices on receipt of their requisition. Testimony of Shri Santosh Kumar Gupta bring procedural facts over the record. None other than a Deputy Manager can sanction and allot stationery items to branches/offices, from where requisition is received. An employee of a contractor or even a casual employee of the bank cannot perform such functions. The claimant does not assert that Ex. WW1/1 to Ex. WW1/732 were filled in by him under the command of the Deputy Manager, who rectified his acts subsequently by putting his certificate or signatures in that regard. Facts detailed by Shri Gupta to the effect that the claimant might have appended his signatures subsequently gain weight.

15. Ex. WW1/1 to Ex. WW1/732 do not contain first copy of the indent so, on which items and stationery were allotted by the Deputy Manager. No explanation has been offered by the claimant as to why first copy of the indent forms has not been filed before this Tribunal for consideration. Bank offers an explanation that first copy of these indent forms are missing from the record. Shri Butcher argued that is handword of the claimant, who had removed first copy, put his signatures on second copy got it photo copied, filed it before this Tribunal and proved it as Ex. WW1/1 to Ex. WW1/732. Facts relating to source of

acquisition of Ex. WW1/1 to Ex. WW1/732 has not been unfolded by the claimant. Ferie silence of the claimant so that issue gives an inference that submissions of Shri Buthar has weight. The claimant does not assert that it was his duty to fill in indent forms, quantify stationery items and sanction it for issuance to a branch/office. Hence the fact that signature of the claimant do appear on Ex. WW1/1 to Ex. WW1/732 does not go to establish that he performed job of Sorter in the branch or filled in these documents in discharge of his official duties. No office order has been placed on record to show that these functions were delegated to a casual employee. As conceded by Shri Sagar, the claimant was an employee of a contractor. All these aspects would persuade an ordinary prudent man to conclude that the claimant never served as a Sorter with the management bank.

16. Besides serving the bank as an employee of the contractor, the claimant worked as a casual employee at intervals, Indra Singh Kaler deposed that the claimant was occasionally engaged on casual basis for doing odd jobs of purely casual in nature. On that account Shri Santosh Kumar Gupta deposed that claimant performed casual jobs for the bank and was paid for jobs vide cheques Ex. MW2/W1 to Ex. MW2/W35. Letters Ex. MW2, W36 to Ex. MW2/W68 were written, on which letter approval for payment was made. Claimant does not dispute letters Ex. MW1/W36 to MW2/W68, besides cheques Ex. MW2/W1 to Ex. MW2/35. When perused letters Ex. MW2/W36 to Ex. MW2/W68 were found to have been written by the claimant. Therefore, these letters would certainly lead this Tribunal to ascertain truth. Ex. MW2/W36 was written by the claimant to the Branch Manager, Faridabad Stationery branch, requesting him to release his wages for casual job (shifting of articles) done by him in the month of February, 2000. He requested him to release a sum of Rs. 500 in his favour. On his request a sum of Rs. 500 was ordered to be released. On the strength of Ex. MW2/W37 he requested for release of his wages for 1st of March, 2000 to 7th of March, 2000 for cleaning fans installed in the branch. A sum of Rs. 200 was ordered to be released in his favour. In the like manner he requested for release of his wages for 8-3-2000, when he cleaned four water tanks. A sum of Rs. 100 was ordered to be released in his favour. On his application Ex. MW2/W38 a sum of Rs. 100 was sanctioned in his favour. Ex. MW2/W39 projects that a request was made by the claimant for release of his wages for cleaning all stationery racks. A sum of Rs. 180 was ordered to be released in his favour. In that fashion he made request for release of his wages on the strength of Ex. MW2/W40 to Ex. MW2/W68. Cheques Ex. MW2/W1 to Ex. MW2/W35 were issued in his favour for casual jobs performed by him. Therefore, out of the documents referred above, it emerge over the record that often and then the claimant was engaged for casual jobs and was paid for the same.

17. Question for consideration comes as to whether the claimant acquired status of a workman when he performed casual jobs for the management. For an answer matter proposition definition of the workman given in

clause (s) of Section 2 of the a void total considered, which is extracted thus:

(s) "workman" means any person (including an apprentice) employed in any industry to do any manual, unskilled, skilled, technical, operational, clerical or supervisory work for hire or reward, whether the terms of employment be express or implied, and for the purposes of any proceeding under this Act in relation to an industrial dispute; includes any such person who has been dismissed, discharged or retrenched in connection with, or as a consequence of, that dispute, or whose dismissal, discharge or retrenchment has led to that dispute, but does not include any such person—

(i) who is subject to the Air Force Act, 1950 (45 of 1950), or the Army Act, 1950 (46 of 1950) or the Navy Act, 1957 (62 of 1957); or

(ii) who is employed in the police service or as an officer or other employee of a prison : or

(iii) who is employed mainly in a managerial or administrative capacity; or

(iv) who, being employed in a supervisory capacity, draws wages exceeding one thousand six hundred rupees per mensem or exercises, either by the nature of the duties attached to the office or by reason of the powers vested in him, functions mainly of a managerial nature.

18. Definition of workman contains three limbs. First limb of the definition gives statutory meaning of the word and determines a workman by reference to a person (including an apprentice) employed in an industry to do any manual, unskilled, skilled, technical, operative, clerical, or supervisory work for hire or reward. The second limb is designed to include a person—(i) who have been dismissed, discharged or retrenched in connection with an industrial dispute, or (ii) whose dismissal, discharge or retrenchment in connection with an industrial dispute, or (iii) whose dismissal, discharge or retrenchment has led to an industrial dispute, within the ambit of workman. However, the third part of the definition excludes the categories of persons specified in clause (i) to (iv) from the expression "workman". The definition does not state that a person, in order to be a workman should have been employed in a substantive capacity or on temporary basis in the first instance or after he is found suitable for the job after a period of probation. In other words, every person employed in an Industry irrespective of his status temporary, permanent or probationary—would be a workman. The expression "employed" has at least two known connotations, that is a relationship brought by express or implied contract of service in which employee renders service for which he is engaged by the employer and the latter agrees to pay him in cash or kind, as agreed between them or statutorily provided. It discloses a relationship of command and obedience. Reference can be made to the precedent in Food Corporation of India's case [1985 (2) LLJ 4].

19. A distinction is also drawn between “contract for service” and “contract of service”. In one case the master can order or require what is to be done, while in the other case he cannot only order or require what is to be done, but how itself it shall be done. The distinction is under a contract of service, a man is employed as a part of the business and work is done as an integral part of the business, while their contract for service, his work, although done for the business, is not integrated into it has only assessorary to it. But the test of being a servant does not rest now a days on submissions to orders. It depends on whether person is part and parcel of the organization.

20. Mere existence for a contract of service would not confer relationship of employer and employee until the employer is in a position to control the work of the employee. A master is one who not only prescribes to the workman the end of his work, but directs or at any moment may direct the means also, or as it has been put, “retains the power of controlling the work”, a servant is a person subject to the command of his master as to the manner in which he shall do his work. An independent contractor is one who undertakes to produce a given result but so that in the actual execution of the work he is not under the order or control of the person for whom he does it, and may use his own discretion in things not specified before hand.

21. Identification mark of servant is that he should be under the control or supervision of the employer in respect of details of his work. It is element of control of work that distinguishes the relationship of master and servant may factors have a bearing on the result. Who is the pay master, who can dismiss, how long the service lasts, all have to be kept in mind, to adjudicate relationship of employer and employee between the parties. Here in the case documents Ex. MW2/W36 to Ex. MW2/W68 highlight that the claimant was engaged by the bank for odd jobs of casual in nature. Whether his engagement amounts to an appointment to the post? Answer lies in negative. As held above the bank is a public institution where appointments are to be made in accordance with recruitment rules vacancies are required to be filled up in accordance with the rules and candidates, who otherwise be eligible, would be required to apply for, when a recruitment is to be made on a particular post. The candidates would be required to undergo test/interview and thereafter appointments are to be made in consonance with the rules. While making appointment reservation policy for scheduled casts/scheduled tribes candidates is to be followed. Appointment on daily wages cannot be a conduit pipe for regular appointment which would be a back door entry, detrimental to efficiency of service and would breed seeds of nepotism and corruption. Only work charged employees, who perform duties of transactory nature, are engaged in cursory manner. They are required to perform work of transactory and urgent nature so long as the work exists. Such an employee cannot claim his appointment against a particular post. Law to this effect was laid by the Apex Court in Suresh Kumar Verma [1996 (7) S.C.C 562].

22. Whether disengagement of services of the claimant would amount to retrenchment within the meaning of clause (oo) of Section 2 of the Act. For an answer to this proposition it is expedient to have a glance on the definition of the word “retrenchment” which definition is extracted thus:

- (oo) “retrenchment” means the termination by the employer of the services of a workman for any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action but does not include—
 - (a) Voluntary retirement of the workman; or
 - (b) Retirement of the workman on reaching the age of superannuation the contract of employment between the employer and the workman concerned contains a stipulation in that behalf; or
 - (b)(b) termination of the service of the workman as a result of the non-renewal of the contract of employment between the employer and the workman concerned on its expiry or of such contract being terminated under a stipulation in that behalf contained therein; or
 - (c) Termination of the service of a workman on the ground of the continued ill-health.”

23. For applicability of the provisions of clause (oo) of Section 2 of the Act, it is incumbent upon the claimant to show that he was in continuous employment. For bringing termination of an employee within the ambit of retrenchment it is to be shown that his termination resulted on account of a voluntary act on the part of his employer. When employer has no option in law to continue services of an employee, it does not amount to termination of his service. The Apex Court in Bangalore W.C. & S. Mills Co. [1962(1)-LLJ-213] ruled that when an employer is not under an obligation to keep an employee in his services, in such situation termination of his services does not amount to retrenchment. It would be expedient to reproduce the observation made by the Court, which is extracted thus :

“It seems to us that a service cannot be said to be terminated unless it was capable of being continued. If it is not capable of being continued, that is to say, in the same manner in which it had been going on before, and it is, therefore, brought to an end, that is not a termination of the service.”

24. When facts of the present controversy are gauged through contents of documents Ex. MW2/W36 to Ex. MW2/W68, it came over the record that the claimant was engaged often and then for casual jobs. When casual job came to an end, his engagement was discontinued. When necessity again arose he was engaged for a particular job and when that job came to end his services were dispensed with. Therefore, it is evident that services of the claimant were engaged by the management time and again against odd jobs. His services did not continue against a particular job for a continuous period of 240

days, as contemplated by the provisions of section 25-B of the Act. It is evident that the claimant had not rendered continuous service for 240 days against any job. In such a situation his discontinuance had not amounted to termination of his services. When his services were not terminated, action of the management does not fall within the ambit of retrenchment, as defined in clause (oo) of Section 2 of the Act.

25. In *M.M. Lissy* (1994 (2) LLJ, 97) Kerala High Court was confronted with such a proposition. Considering the facts and Law it was ruled that since the appointment was against statutory rules, hence employer was having no obligation to continue the employee in its service as daily wager. Termination of his services does not amount to retrenchment. It would be expedient to reproduce the law laid therein, hence observation of the High Court are extracted thus:

“All retrenchments will result in termination of service of a workman by the employer. But all terminations of service of a workman by the employer will not fall within the definition of retrenchment. What all categories of termination of service of a workman will come within the purview of retrenchment as defined under the Act? It must be the termination of the service of workman by his employer. This shows that there must be a valid relationship of master and servant between the employer and the workman. If the workman was not properly appointed as per the rules, or in violation of the provisions of the rules and there be a legal relationship of master and servant between that employer and the workman? If a workman was employed in an establishment by an authority which was not competent to make the appointment, can there be a valid and legal relationship of master and servant between that establishment and the workman. If the post to which the workman was engaged was not one sanctioned by the rules governing the employment in an establishment, can there be a valid and legal relationship of master and servant between that establishment and the workman? When there cannot be a valid and legal relationship of master and servant between the employer and the workman, can the termination of service of that workman result in retrenchment?”

A retrenched workman is entitled to re-employment in preference to others when the employer proposes to take into his employ any other person, as per the provisions contained in Section 25-H of the Act. This shows that the termination of service of the workman should have been from a post to which he could have been continued. If the post is such that its continuance is not possible, then the termination of service of the workman from that post cannot amount to retrenchment as defined under the Act.”

26. At the cost of repetition it is said that documents

Ex. MW2/36 to Ex. MW2/W68 are not disputed by the claimant. These documents are photo copies of letters written by the claimant for release of his wages for work done at different intervals on different jobs of casual in nature. These documents nowhere bring it to the light of the day that the claimant was engaged time and again against one and the same job. His engagements for different jobs have been projected by these documents. The claimant could not establish that he continued to serve the management against a particular post. His disengagement was not from a post against which he would have continued in service. He could not show continuous service on any particular post to justify his re-employment on the strength of the provisions of section 25-H of the Act. Hence his disengagement does not amount to retrenchment and principles of law laid in *M.M. Lissy* (supra) come to espouse the cause of the management.

27. A circular was issued by the bank on 6th of April, 1991 for absorption of temporary employees in pursuance of Bipartite Agreement dated 17-11-87, as modified by subsequent agreement dated 16-7-88. The said circular provides that daily wagers should have completed required qualifying service for permanent appointment. It emerges that all daily wagers, whose services were utilized in the following leave/casual vacancies in subordinate cadre positions and who were engaged by the Bank on mutually agreed daily wages (and not in regular scale wages) during the period 1-7-1975 to 31-7-1988, will be considered for being given a change for permanent appointment in the Bank's service, subject to their fulfilling eligibility criteria given below:—

- (a) Messenger (with combined designation).
- (b) Menial category of subordinate staff viz. cash coolies, farrashes, water boys and sweepers etc. (with combined designation).
- (c) Bank guards.

(ii) Eligibility criteria :

Temporary service and period thereof :

- (a) The following categories of daily wagers will only be eligible for a chance for being considered for permanent appointment. :

Category 'A' :—

Those, who have completed 240 days' temporary service in any continuous block of 12 calendar months or less during the period 1-7-1975 to 31-7-1988.

Category 'B' :—

Those, who have completed 270 days' aggregate temporary service in any continuous block of 36 calendar months during the period 1-7-1975 to 31-7-1988.

Category 'C' :—

Those, who have completed a minimum of 30 days' aggregate temporary service in any

calendar year after 1-7-1975 or a minimum of 70 days aggregate temporary service in any continuous block of 36 calendar months during the period 1-7-1975 to 31-7-1988.

- (b) The aforesaid aggregate temporary service of 270 days, 240 days, 70 days or 30 days should have been put in by daily wager, at any one or more of the Officers/Branches falling within a module as existing/defined as on 31-7-1988 : this concession is being given as a one time measure (and not to be treated as precedent) in line with Clause 5 of the Agreement dated the 17th November, 1987 that each Branch/Office is to be treated as an 'establishment' and temporary service put in at a Branch/office alone will be reckoned for the purpose.
- (c) Candidates... will be appointed in full time or part-time positions, as per the Bank's need : they will be treated as new entrants and will not be entitled for any back wages or difference between the wagers payable to regular temporary employees and ad hoc/fixed remuneration paid to them or any other attendant benefits: nor will they be entitled for any further chance for being considered for permanent appointment. Their appointment will be effective from the date they take up their permanent appointment.

28. When facts of the present controversy are revisited, it came to light that the claimant does not fall either in category 'A' or 'B' or category 'C', as categorised for consideration of daily wagers for making them permanent. The claimant projects that he joined services of the bank as a conteen boy in 1995. He again joined services of the bank as Sorter-cum-Messenger on 1st of January, 1999. Therefore, his case does not fall within the ambit of the category of employees, categorised by the aforesaid circulars for the purposes of appointment against permanent vacancies.

29. Equality before law and equal protection of laws are fundamental rights of every person, ordains Article 14 of the Constitution. The guiding principles laid in Article 14 are that person, who are similary situated, shall be treated alike both in privileges conferred and liability imposed, which means that amongst equals the law should be equal and should be equally administered and that like should be treated a like. Article 16 of the Constitution gurantees equality of opportunities for all citizens in matters relating to employment or appointment to any office under the State. What is guranteed is the equality of opportunity. Like all other employers, government is also entitled to pick and choose from amongst a large number of candidates offering themselves for employment. But the selection process must not be arbitrary. The guarantee given by clause (a) of Article 16 of the Constitution will cover (a) initial appointments (b)

promotions(c) termination of employment (d) and matters relating to salary, periodical increments, leaves, gratuity, pension, age of superannuation etc. Matters relating to employment or appointments include all matters in relations to employment both prior and subsequent to the employment which are incidental to the employment and form part of the terms and conditions of such employment.

30. Fundamental rights guaranteed by Article 14 forbids class legislation, but does not forbid classification or differentiation which rests upon reasonable ground of discretion. Classification is the recognition of the relations, and in making it the governments be allowed a wide latitude of discretion and judgement. In a way, the consequences of such classification would undoubtedly be to differentiate persons belonging to that class others. The classification must be founded on an intelligible differentia which distinguishes persons things that are grouped together from others left or of the group and the differentia must have a retional relation to the object sought to be achieved Classification may be made according to the nature of persons, nature of business and may be based with reference to time.

31. Concept of equality guaranteed by Article 16 of the constitution is something more than formal equality and enables the underprivileged groups to have a fair share by having more than equal chance and enables the state to give favoured treatment to those groups by achieving real equality with reference to social needs. 'Protection discrimination' enabled the state to adopt new strategy to being under privileged at par with the rest of the society, by providing all possible opportunities and incentives to them. Therefore a class may be allowed to have preferential treatment in the matter relating to employment or appointment. There cannot be rule of equality between members of separate and independent group of persons. Persons can be classified in different group, based on in terms of nature of persons, nature of business and with reference to time. Therefore classification based on experience, in relation to time for which daily wagers employed by the bank had served, has a reasonable differentia.

32. To claim equality with the daily wager, who were made permanent it was for the claimant to show that he stood on equal footing with them. Not even an iota of fact has been brought over the record by the claimant to show that he was at par with the daily wagers, whose services were regularized by the bank. Circular makes provisions for regularization of services of daily wagers, who served the bank from 1-7-1975 to 31-7-1988. Such daily wagers are categorized in three categories. Claimant does not fall in any category out of three, provided by the said circular. He was not at par with those daily wagers, whose services were regularized by the bank. In such a situation it cannot be said that the claimant was discriminated when his services were not regularised by the bank.

33. There is other facet of the coin. Claimant was engaged as a daily wayer by the bank for odd jobs. He

was not appointed in accordance with rules of recruitment. Neither an advertisement was made nor names were called from employment exchange. No test/interview was conducted. Reservation policy was also not followed. Consequently it is evident that engagement of the claimant was dehors the rules. In *Uma Devi* [2006 (4) SCC 1] the Apex Court considered the proposition as to whether the persons who got employment, without following of a regular procedure or even from the back door or on daily wages can be ordered to be made permanent in their posts, to prevent regular recruitment to the posts concerned. Catena of decisions over the subject were considered and the court declined the submissions of the workman to be made permanent on the post which was held by them temporary or ad hoc capacity for a fairly long spell. The Court ruled thus:

“With respect, why should the State be allowed to be part from the normal rule and indulge in temporary employment in permanent posts? This Court in, our view, is bound to insist on the State making regular and proper recruitments, and bound to encourage or shut its eyes to the persistent transgression. There rules of regular recruitment. The direction to make permanent to the distinction between regularization and making permanent, was not emphasized here—can only encourage the State, the modal employer, to flout its own rules and would confer undue benefits on a few at the cost of many waiting to compete. With respect the directions made in *Piara Singh* [1992 (4) SCC 118] is to some extent inconsistent with the conclusion in para 45 of the said judgement therein. With great respect, it appears to us that the last of the directions clearly runs counter to the constitutional scheme of employment recognized in the earlier part of the decisions. Really, it cannot be said that this decision has laid down the law that all ad-hoc, temporary or casual employees engaged without following a regular recruitment procedure should be made permanent.”

34. Taking note of some of recent decisions, the Apex Court held that the State does not enjoy, a power to make appointments in terms of article 162 of the Constitution. The Court quoted its decision in *Girish Jyanti Lal Vaghela* [2006(2) SCC 482] with approval, wherein it was ruled thus.

“The appointment to any post under the State can only be made after a proper advertisement has been made inviting applications from eligible candidates and holding of a selection by a body of experts or a specially constituted committee whose members are fair and impartial through a written examination or interview or some other rational criteria for judging the inter se merit of candidates who have applied in response to the advertisement made. A regular appointment to the post under the State or Union cannot be made without issuing advertisement in the prescribed manner which may in some cases include inviting applications from the employment exchange, where eligible candidate get their names registered. Any regular appointment

made on a post under the State or Union without issuing advertisement inviting applications from eligible candidates and without holding a proper selection where all eligible candidates get a fair chance to compete would violate the guarantee enshrined under Article 16 of the Constitution.”

35. In *P. Chandra Shekhara Rao and Others* [2006 (7) SCC 488] the Apex Court referred *Uma Devi's Case* (Supra) with approval. It also relied the decision in *Uma Rani* [2004 (7) SCC 112] and ruled that no regularization is permissible in exercise of statutory powers conferred in Article 162 of the Constitution, if the appointments have been made a contravention of the statutory rules. In *Somveer Singh* [2006 (5) SCC 493] the Apex Court ruled that appointment made without following due procedure cannot be regularized. In *Indian Drugs & Pharmaceutical Ltd.* [2007 (1) SCC 408] the Apex Court reiterated the law and announced that the rules of recruitment can not be relaxed and court can not direct regularisation of temporary employees dehors the rules, nor can it direct continuation of service of temporary employee (whether called a casual, ad-hoc or daily rated employee) or payment of regular salaries to them.

36. In *Uma Devi* (supra) it was laid that when a person enters a temporary employment or get engagement as contractual or casual worker and the engagement is not based on a proper selection as recognized by the relevant rules or procedure, he is aware of the consequence of the appointment being temporary, casual or contractual in nature. Such a person cannot invoke theory of legitimate expectation for being confirmed for the post when an appointment to the post could be made only by following a proper procedure or selection in any concerned cases, in consultation with the public service commission. Therefore, theory of legitimate expectation cannot be successfully advanced by temporary, contractual or casual employees. It cannot also be held that the State held out any promise while engaging these persons either to continue them where they are or to make them permanent. The State cannot constitutionally make such a promise. It is also obvious that the theory cannot be invoked to seek relief of being made permanent in the post. In view of those precedent neither continuance nor regularisation of services of the claimants can be ordered, since it would amount to back door entry into Government job.

37. In view of the foregoing discussions it is evident that the claimant has miserably failed to establish that he was appointed against a post, on which he has a right to continue. He could not show that his disengagement amounted to retrenchment. He could not attribute any illegality, unjustifiability or impropriety to the action of the management in terminating his services. His claim is devoid of merits. The same is dismissed. An award is, accordingly, passed. It be sent to the appropriate Government for publication.

Dr. R.K. YADAV, Presiding Officer

Dated : 18-6-2010

नई दिल्ली, 21 जुलाई, 2010

AWARD

का. आ. 2021.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ सौराष्ट्र अब भारतीय स्टेट बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, केन्द्रीय, भावनगर के पंचाट (संदर्भ संख्या आई. टी. सी. (नया नं. 5/2009/आई. टी. सी. (पुराना) नं.-12/1994) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-7-2010 को प्राप्त हुआ था।

[सं. एल-12011/57/93-आई आर (बी-1)]

जोहन टोपनो, अवर सचिव

New Delhi, the 21st July, 2010

S. O. 2021.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (ITC(New) No. 5 of 2009 ITC (Old) No. 12 of 1994) of the Industrial Tribunal, Central, Bhavnagar as shown in the annexure, in the Industrial Dispute between the management of State Bank of Saurashtra, now State Bank of India and their workman, received by the Central Government on 21-7-2010.

[No. L-12011/57/93-IR(B-I)]

JOHAN TOPNO, Under Secy.

Exhibit-158

ANNEXURE**BEFORE SHREE S.S. PANHCHAL, INDUSTRIAL TRIBUNAL, CENTRAL, BHAVNAGAR**

Reference I.T.C. (New) No. 5 of 2009

Reference I.T.C. (Old) No. 12 of 1994

- First Party : (1) The Managing Director,
State Bank of Saurashtra,
Now State Bank of India,
Head Office,
Nilam Baugh Circle Chowk,
Bhavnagar.
- (2) State Bank of Saurashtra
Employees Consumers Stores Ltd.
Bhavnagar.

V/s.

- Second Party It's Workmen,
Bhavnagar Jilla Mazdoor Sangh,
C/o. Manibhai Gandhi,
113, City Centre Complex,
Kala Nala,
Bhavnagar.

APPEARANCES:

Mr. F. M. Battiwala, Advocate for the First Party,
Mr. Manilal G. Gandhi, Advocate for the Second Party.

1. This Reference was referred to the Industrial Tribunal, Central, Bhavnagar, for the adjudication, by the Government of India/Bharat Sarkar, Ministry of Labour/Shram Mantralaya, New Delhi, vide its Office order No. L-12011/57/93-IR(B-I) dated : 28-03-1994. But later, this reference was transferred to Industrial Tribunal, Central, at Ahmedabad, but later on, order bellow Civil Application No. 2024/2009 dated: 03-09-2009 passed by the Hon'ble High Court of Gujarat, this Reference has been transferred to this Tribunal. The schedule of the dispute is as under :

"Whether the three employees of State Bank of Saurashtra Employees Consumer Co-op. Store Ltd. are the workmen of State Bank of Saurashtra, Bhavnagar ? If so, whether the demand of the Bhavnagar Jilla Mazdoor Sangh for treating them as regular employees of State Bank of Saurashtra is justified ? What relief, if any, the workmen are entitled ?"

2. In the present reference case first party Managing Director, State Bank of Saurashtra now the State Bank of India, Bhavnagar will be referred as a "First Party No. 1", while the First Party No. 2 State Bank of Saurashtra Employees Consumers Stores Ltd. will be referred as "First Party No. 2", while concerned workmen "Concerned workmen".

3. After that the Second Party concerned workmen has filed their statement of claim vide Ex-5 and has represented to this Tribunal that, Second Party is a State Bank of Saurashtra Employees Consumers Co.-op. Ltd., has published a hand-book for the staff welfare activities and in the Chapter-5 of the said hand-book it is established that the Store will work for the benefit of the workmen of the Bank. Managing Director of the Bank is a Supreme Authority of the Bank and is an official Chairman of the Store. Not only that but also the workmen for the Store is appointed by the Chairman of the Bank. And the workmen of the Consumer Store are paid their wages as workmen of the Bank Management. Further, the Second Party has submitted that, the Land, Building, Furniture, Fixture and Stationary for the Consumer Store is provided by the Bank management. Even Audit and Books of Account is also managed by the Bank Management. Thus the Consumer Store is the one of the welfare activities of the Bank Management. Though, the Consumer Store is registered under the Co.-op. Societies Act, but there is no any workmen employed in the Store are elected, but they are the workmen of the Bank Management. One of the workmen Mr. Atulbhai Patel who was working in the Consumer Store was inclusion in the 1984 in the regular cadre. Even one of the workmen of the Consumer Store was died and therefore his wife Mrs. Pravinaben was appointed as workman of the Bank by the Bank Management on the Compensatory

ground. Thus, it proves that the Bank Management and the Consumer Store are not different establishment. The Second Party workmen have cited different judgments delivered by the different High Courts and Supreme Court of India. They are as under :

- (1) Saraspur Mills Co. V/s. Ramanlal,
- (2) Misc. I Appeal No. 2574 of 1991, LLN, Jan. 93, Karnataka High Court, P. 45,
- (3) LLN, March 92, P. 423-426 Andhra Pradesh High Court.
- (4) LLN, March 92 P. 489-495 Bombay High Court.

4. The Rules and Regulations are made by the Bank Management for the Consumer Store. In the above-mentioned facts and circumstances of the case, the second party workmen has prayed that, the first party may be directed to treat the concerned workmen as regular employees of the State Bank of India with all consequential benefits in the interest of justice.

5. In reply of the Statement of the Claim, the First party has submitted their reply vide Ex-08 and submitted that, the Bank is constructed by the Govt. of India and is working for money lending, Govt. pensions, Gratuity, Insurance Scheme and is a Bank for the Businessmen. Bank is working through its workmen. And workmen are engaged through Selection Board of the Bank. There is no duty of the Bank to establish the Consumer Store, and to provide essential commodities to its workmen. Consumer Store is a separate body. The workmen of the Consumer Store cannot be treated as workmen of the Bank. The Consumer Store is a registered under the Gujarat Co.-op. Societies Act, and its registration No. is BH/1144 Dated : 29-07-1965. To be a member of the Consumer Store is voluntary. There is a separate body maintenance and administration of the Consumer Store. The workmen of the Consumer Store are not an employee of the Bank under Sec. 2(S) of the I.D. Act. It cannot be proved that if a Chairman of the Bank is established as an M.D. for the Consumer Store, then the Store is run by the M.D. There is no any control of the M.D. over the Consumer Store. Hence the reference made by the Government is bad in law and, therefore, the same deserves to be dismissed on this ground alone. Hence, the present Reference is liable to rejected with the coast.

6. Vide presenting Ex.-9, the First Party Bank has requested to this Tribunal to join to "Shree Employee's Consumers Co. op. Stores Ltd" as a party. Vide presenting Ex.-10 the second party concerned workmen has given their reply in addition and represented that, the demand of the First Party to join the party to the Employees Consumers Co.-op. Stores are not legal, fair and tenable in the eyes of the law hence it is liable to rejected. After hearing both the parties the former Tribunal has come to the conclusion and ordered on the Ex.-9, to join the Consumers Stores as a

Party in the present reference case. Vide Ex.-13 the Second Party has produced documentary evidences, and the same has been exhibited No. 29 to 35. Vide presenting Ex.-16, 17, 19, 28, 36, 86, 96, 107, 118, 128, 139, 151 the Second Party concerned workmen has produced more documentary evidences. The Second Party concerned workman Mr. Dilip Bhikhanlal has been examined vide Ex.-53 in this reference case. Second Party Consumers Store has produced their documentary evidences vide Ex.-60, 85, 113. The Second Party concerned workman Mr. Dashrathbhai J. Patel has been examined vide Ex.-117 in this reference case.

7. The First Party has examined their witness Mr. S. Narayan vides Ex.-130, Mr. Muthyala Sudhir Pratap vides Ex.-138 and both the witnesses have been cross examined by the Second Party Consumer Stores

8. The Second Party Consumers Store has produced their written argument vide Ex.-152. While the First Party has produced their written argument vide Ex.-155. Both the arguments presented by both the parties have been taken into the consideration.

9. After taking into the consideration the arguments, documents presented by both the parties, oral evidences taken on oath by both the parties this Tribunal has to decide that, whether three employees of State Bank of Saurashtra Employees Consumer Co-op. Store Ltd. are the workmen of State Bank of Saurashtra, Bhavnagar ? If so, whether the demand of the Bhavnagar Jilla Mazdoor Sangh for treating them as regular employees of State Bank of Saurashtra is justified ? What relief, if any, the workmen are entitled ?

10. During the hearing case on the hand, the present reference has been trasferred from Ahmedabad to the present Tribunal for the consideration and the New No. 05/2009 has been given to the present reference case. After registering the case on hand both the parties had been issued notices. Before that, the First Party No. 1 had raised a preliminary issue about the legal aspects and about the facts of the case vide Ex.-156 and vide Ex.-147. About the said preliminary issue the Learned Advocate for the Second Party concerned workmen Mr. Manibhai Gandhi has presented their reply on 02-12-2009 and submitted that the preliminary issues should be decided at the time where the present reference case may be decided. Taking into the consideration of pleadings and representations made by the both the parties, this reference cannot be decided only on the preliminary issue, because in the preliminary issue there have been raised legal aspects and factual aspects also. And without taking into the consideration the said legal and factual aspects this Tribunal cannot come to the conclusion. Hence, it has been ordered that, the preliminary issues raised by the First Party No. 1 will be decided at the time when the reference will be decided on the merits.

11. In the case on the hand, the legal aspects of the case has been raised by the First Party No. 1. One of them is the S.B.I. Employees Consumer Co-operative Stores Ltd. has been established under the Co-operative Societies Act and registered with the Registrar of Co-operative Societies and has been in existence for 39 years. Another legal aspect raised by the First Party is, the S.B.I. Employees Consumer Co-operative Stores Ltd. has been set up by a few like minded employees of the Bank under the provisions of the Co-operative Societies Act in order to provide essential commodities of good quality at reasonable price to all employee members as a social objective. This Co-operative Store also obtained License under Shops & Establishments Act to operate the stores at Bhavnagar at the relevant time initially. The executive Committee of the Stores has the discretion to employ their own independent workers to run the-stores and fix the terms of employment applicable to the concerned employees referred to in reference mentioned above. The management of the bank is authorized to apportion a small percentage of the profit to meet the expenditure related to the welfare of the employees by way of subsidy. The bank also provides the infrastructure required for the welfare activities of the employees. Accordingly, Stores, canteen, dispensary, recreation room etc. has been permitted to function in the bank's premises for the convenience of these employees of stores as a welfare measure and not as a statutory measure at all in any sense of the services of such employees of Co-operative Stores at Bhavnagar. The management of all these activities is vested with independent bodies, trustees, committees, contractors, retainers etc. of the Co-operative Stores. The Bank may depute/lend the services of an employee to work as Manager for a period of 2/3 years in the interest of employee shareholders of stores.

12. By the First Party No. 1 it has been submitted that, they have raised an issue on the jurisdiction as legal objections on the jurisdictional point and has submitted that, this Tribunal has no jurisdiction to deal with this case on the ground that there is no existence of master and servant relationship between these three persons (now only two as third one already retired) who are working in S.B.S. Consumer Co-operative Stores Ltd. Bhavnagar and the bank has nothing to do with their respective services with their Stores in the sense that they are not workmen with the meaning as defined U/s. 2 (s) of the I.D. Act, 1947. There is no any evidence to prove that, they are the employees of the respondent bank. There is no evidence to the effect that no letter of appointment is given to each of them by the bank nor there is any direction or control test to be applicable to each of them by any authority of the bank in the contest of the work they perform in the said Co-operative stores where they are aid to be employed. The Manager and Accountant who are associated with the Stores are only assisting the operation in the interest of member employees of the bank as a welfare mission.

Section 2 (s) which defines the workman gives the criteria as to when any person can be termed as workman which we find in a series of judgments of High Court an Supreme Court and also indicated certain factors which make one to be a workman. In this connection, the factors which are to be considered so as to arrive at the conclusion as to when a person is a workman. Following factors are to be considered.

1. Who is the appointing authority ?
2. Who is the pay master ?
3. Who can dismiss ?
4. How long alternative service lasts ?
5. The extent of control and supervision.
6. The nature of the job.
7. Whether it is professional or skilled work.
8. Nature of Establishment.
9. The right to reject.

13. Respondent Bank has raised preliminary issue vide Ex. 147 that, S.B.I. Consumer Co-operative Stores Bhavnagar where these two persons are employed is not an industry as per Section 2 (j) of the I.D. Act, 1947. Hence, present reference is bad in law and void in the said context of the matter. Further First Party has submitted that, Consumer Co-operative Store is in fact a small shop and that too to the need only the need of the small group of working members of the Consumer Co-operative Store and the working of the stores has nothing to do with the banking activities of the First Party which is a public utility service operating under the Central Govt. jurisdiction. Reference is also bad in law on the ground that these two persons who are related to this case are not at all working under the direction and control of any competent authority of the First Party who can even not take disciplinary action against the employees of Consumer Co-operative Store in the event of the situation where any such person working in Consumer Co-operative Store commits any misconduct while on duty and while in service of Consumer Co-operative Store at Bhavnagar. Further First Party has submitted that, Consumer Store employees are the permanent employees of the Consumer Store and wages and salary are required to be paid by the Consumer Store only and not by the First Party. The present Consumer Store is in operation for the last 39 years and since then, all the disciplinary power is in the hands of committee of the Consumer Store and the First Party has nothing to do with the same in any context of the service conditions of these employees in question. Further the First Party has submitted that, the Central Govt. Labour Dept. had paid no attention to the nature of service of these persons which is evidently a very dominant factor for making a reference to Industrial Tribunal under the I.D. Act. In view of the above it is

established that, this reference has been made by the Labour Ministry, New Delhi without giving attention to the real factor of this case. Therefore, whole reference is void, illegal and bad in law. Further the First Party has submitted that the Consumer Stores employees can never be said to be the employee of the First Party that banking services are rendered in a very wide amplitude or in a wide circumference of the banking activities whereas Consumer Store being an independent entity has to operate under the guidelines of the Govt. Authorities operating under the Co-operative Societies Act and for which the registration with the Co-operative society is very much essential. This is the statutory obligation on the part of the Consumer Store operation in Gujarat under the said Act. There is no any such activity of this Consumer Store which can ever be treated to be part of the banking service in a wide area of operation in whole of the state in Gujarat.

14. In support of his case the First Party has cited number of cases, and in the one of them the First Party has cited the case of Management of Reserve Bank of India V/s. Their workmen, 1996, (2), LLJ. 42, S.C. In the aforesaid case Hon'ble Supreme Court has established that, employees in canteen run by Reserve Bank of India through Committees or Co-operative Societies or contractors without any statutory or legal obligation on the employer bank to run canteens. They are not workmen of the Bank nor is there any relationship of master and servant between the Bank and those employees. Demand for regularization of such employees cannot be sustained. Further, the First Party has represented that, no obligation on the part of the Bank to provide canteen facilities and the canteen was non statutory and run by Local Implementation Committees having no recognition by Bank. Employees of such canteens, neither under the control of the bank or their appointments governed by the rules framed by the Bank. Promoting canteen facilities by providing subsidy or other facilities is altogether different from running the canteen. The canteen was run by LIC and the Bank did not have any control in the appointment of the canteen employees. Held, the employees would not become employees of the Bank and there was no employer-employee relationship between the employees and the Bank. The said ruling is made in the case of State Bank of India V/s. Canteen Emp. Union, 2000, (1), LLJ, 141, S.C. Further, the First Party has submitted a citation of the case of Indian Overseas Bank V/s. I.O.B. Staff Canteen Workers Union, 2000, (1), 1618, S.C. and in the said case law it has been laid down that, where the canteen was run by Bank to cater to the needs of its employees through a Co-operative Society formed by employees to which Bank provided premises, furniture, utensils, electricity etc. the factual findings of the Industrial Tribunal with regard to existence of master servant relationship cannot be interfered with by High Court, in exercise of its writ jurisdiction as a case of no evidence. In the light of the objections made as above and when the

reference is bad in law based on bases on settle position of law referred to above and the above persons working in Co-operative Stores should not be construed to the employees of the Bank when there is no any employer and employee relationship between the Bank and these persons and then the reply to the reference may be made by this Tribunal operating under the Central Govt. for the purpose of this reference, as legally bad reference owing to various grounds referred to above contrary to the factual position of the present reference in the eye of law accordingly.

15. In reply of the said preliminary issue raised by the First Party, the Second Party concerned workmen have produced their written answer vide letter dated : 2-12-2009 and in the said letter the Second Party concerned workmen has submitted that, the reference case on hand is raise on 28-3-1994 i.e. before fifteen years ago, and in the case the schedule was as under :

“Whether the three employees of the State Bank of Saurashtra Employees’ Consumer Co-operative Store Ltd. are the workman of the State Bank of Saurashtra, Bhavnagar ? If, so, whether the demand of Bhavnagar Jilla Mazdoor Sangh for treating them as regular employees of State Bank of Saurashtra is justified ? What relief, if any, the workmen are entitled ?”

16. Thus, from at the bottom of the case was raised the Second Party concerned workmen has raised their case for treating them as a workmen of the bank as the Bank is running “Staff Dispensary”, “Staff Library”, “Staff Canteen” etc. The Bank is treating them the staff of the Bank, and hence the workmen of the Consumers Stores, also should be treated as workmen of the Bank. In the said letter the Second Party concerned workmen has given their reply, and further said that, in the present reference case was raised on 28-3-1994 and during the time, both of the parties have produced their documentary evidences, written arguments, oral evidences and thus, most of the case has come to the end. And at the end time the First Party has raised the preliminary issue vide Ex. 147, this is not fair. And at the end time no any party can raise the preliminary issue. It is true that, a legal issue can be raised at any time, but the issue raised by the First Party is not a legal issue. The issue raised at this time, does not touch at the root of Territorial Jurisdiction or at root of the law. The Bank has raised their a preliminary issue in Para 3(c) that, the Consumers Store is not an industry and therefore the reference is bad in law, but Bank has not produced any documentary evidences in the case on hand.

17. Looking to the preliminary issue raise by the First Party and reply of the the Second Party concerned workmen given in letter dated 2-12-2009 it is very clear that, the name of the Consumer Store is “State Bank of Saurashtra

Employees Consumers Co-op. Stores Ltd.” This shows that, it’s construction and motive of the Stores is mostly concerned with the Bank. It is provisioned that, only an employee of the Bank can be a member of the Consumers Stores and no any other person can be a member of the Stores. And the motive of the Consumers Stores is to provide necessary substances for the life to their employees. The construction fo the Consumers Stores is done under the guidlines of the State Bank of India. The construction of the Consumers Store is done according to the State Bank of the India Handbook on Staff Welfare Activities as per Ex. 41 and I21. Further in the said handbook it is ordered to obey the said guidelines to all the subordinate Banks. And further in the Chaper-IV Close 1 to 13 guidelines has been given that how to construct the Consumers Stores, how to help by the Bank to the Stores, the rate of the subsidy, number of staff providing by the Bank, rent free accommodation etc. All these instructions shows very clear that, there is a clear control and supervision of the Bank over the Consumers Stores.

18. Further, looking to the records produced in the present reference case i.e. Ex. 138 shows that, two managers and an accountant has been appointed by the Bank in the Consumers Stores and is the employees of the Bank. It shows very clear that, the administration of the Consumers Stores is run by the Bank. In document Ex. 53 it has been accepted by the Bank that, the Executive Council of the Consumers Stores are made from the Bank Employees. The Consumers Stores is situated in the Bank Building and the Bank has provided the said accommodation rent free to the Consumers Stores. Stationary, furniture and fixtures, it’s repairing, telephone facility, computer, electricity, water etc. are provided by the Bank. In response of the said arguments, the Second Party concerned workmen has cited some cases. One of them is G.M.O.N.G.C.V/s. O.N. G.C. Contractual Worker’s Union, L.L. N., 8, 2008, Page-490 to 497 it has been laid down by the Hon’ble Supreme Court of India that, behind the curtain the status of the employees are of the workers of the O.N.G.C. Not only that, but also in the case of Indian Overseas Bank V/s. Indian Overseas Bank Staff Canteen Worker’s Union and Ors. L.L.N.6, 2000 Page 930 Hon’ble Supreme Court of India has laid down that, in the said case the dispute was raised that, workers of the Co. op. Staff Canteen are not the employees of the Bank, but looking to the behind of the curtain it seems that, the workers of the Co. op. Staff Canteen is the employees of the Bank.

19. Looking to the nature of the preliminary issue, it has been decided by the Hon’ble High Court of the Gujarat in LLN. Vol. 5, 2008 Page-160 that, a Labour Court or Tribunal can hear preliminary issue together. Further in the said case it has been decided that, if during the conciliation the preliminary issue is not raised then it can be rejected at any stage. Further, the Second Party concerned workmen has cited more some cases in response of his case are as under :

1. LLN. 34 2008, Page-628.
2. LLN. Vol. 5- 2005, Page- 944
3. LLN Nov. 2008, Page- 588

20. Looking to the principles laid down in the aforesaid cases and documents and looking to the evidences produced by the both the parties it is necessary obligation of this Tribunal to obey the principles laid down by the Hon’ble apex Courts. Hence, the preliminary issue raised at the end time by the Bank is liable to be rejected. Hence, an application to decide first the preliminary legal issue presented by the First Party Bank vides Ex. 147 is rejected.

21. Now the question arise in the case on hand that, whether the three employees of the State Bank of Saurashtra Employees' Consumer Co-operative Stores Ltd. are the workman of the State Bank of Saurashtra, Bhavnagar or not? And further sub-question arise that, if, so, whether the demand of Bhavnagar Jilla Mazdoor Sangh for treating them as regular employees of State Bank of Saurashtra is justified or not ? First of all, to get the answer of the above questions it is necessary to observe that when and by whom the demand was raised. Documentary evidence produced by the Second Party concerned workmen vide dated 30-05-1991 is on the record of the case and is an approach letter written by the Second Party concerned workmen. Three concerned workmen have written the said approach letter and have signed as under :

1. Shri Jitubhai B. Zakhara,
2. Shri Dilip B. Mandaviya,
3. Shri Kishore C. Sheth.

22. Thus, aforesaid three workman have raised the demand and their demand is to treating them the staff of the workmen of the Sate Bank of Saurashtra, now State Bank of India. Because, the Bank is running “Staff Dispensary”, “Staff Library”, “Staff Canteen” etc. The Bank is treating them the staff of the Bank, and hence the workmen of the Consumers Stores, also should be treated as workmen of the Bank. Looking to the records of the case on hand, the present reference case wss raised on 28-03-1994 and the case was referred to this Tribunal for the adjudication on the said date. The Bank has argued that, the Consumers Store is not an industry and therefore the reference is bad in law, but the Bank has not produced any documentary evidences in the case on hand.

23. Before come to the conclusion regarding the questions arose in this case it is very necessary to take into the consideration the observations made by the Hon’ble Supreme Court of India. In the case of G.M. ONGC Shilchar V/s. ONGC Contractual Workers Union, 2008, (3), LLN.490, Hon’ble Supreme Court of India has observed on para 17 as under :

"17. It is true that the underlined portion of the reference *prima facie* does give the impression that it presupposes that the workmen were contractual employees and the only dispute was with regard to the regularization of their services. It is equally true that the reference appears to have been other loosely worded but as observed by the Industrial Tribunal and the Division Bench, both parties were aware of the real issues involved in the light of the protracted litigation and the efforts made during conciliation proceedings. The Division Bench has, thus, rightly observed that it was open to the Industrial Tribunal to have lifted the veil so as to determine the nature of the employment and the dispute between the parties and for that purpose to look into the pleadings and evidence produced before it."

24. Further, in the case between Indian Overseas Bank V/s. Indian Overseas Bank Staff Canteen Workers Union and another, 2000 (2), LLN. 930, Hon'ble Supreme Court of India has observed on paras 20 and 21 as under :

"20. the factual findings recorded by the Tribunal and the Division Bench as also the materials relied upon therefore, have been already set out in detail, *supra* and it is unnecessary to refer to them in greater detail once over again. The canteen in question was being run from 1 January, 1973 and even before that, indisputably, the bank itself had arranged for running of the same through a contractor and similar arrangement to run through a contractor was once again made by the bank on its closure on 26 April, 1990, though after a period of some break from 21 October, 1992. Besides this, the nature and extent of assistance, financial and otherwise in kind, provided which have been enumerated in detail, would go to establish inevitably that the bank has unmistakably and for reasons obvious always undertaken the obligation to provide the canteen services, though there may not be any statutory obligation and it will be too late to contend that the provision of canteen had not become a part of the service conditions of the employees. The materials placed on record also highlight the position that the bank was always conscious of the fact that the provision and availing of canteen services by the staff are not only essential but would help to contribute for the efficiency of service by employees of the bank. That it was restricted to the employees only, that the subsidy rate per employee was being also provided, and the working hours and days of the canteen located in the very bank buildings were strictly those of the bank and the further fact that no part of the capital required to run the same was contributed by anybody else, either the promoters or the staff using the canteen are factors which strengthen the claim of the workers. It was also on evidence that the canteen workers were enlisted under a welfare

fund scheme of the Bank besides making them eligible for periodical medical check up by the doctors of the bank and admitting them to the benefits of the provident fund scheme. The cumulative effect of all such and other facts noticed and considered in detail provided sufficient basis for recording its findings by Tribunal as well as the Division Bench of the High Court ultimately to sustain the claim of the workers, in this case.

21. The Learned Single Judge seems to have not only overlooked certain relevant material but by adopting a negative approach had belittled the relevance and importance of several vital and important factual aspects brought on record. If on the facts proved the findings recorded by the Tribunal are justified and could not be considered to be based upon no evidence, there is no justification for the High Court in exercising writ jurisdiction to interfere with the same. The promoters of the canteen being permanent employees in the service of the bank, permitted to run the canteen, by merely being in control of the day-to-day affairs of the canteen, the bank cannot absolve of its liabilities when it was really using the canteen management as its instrumentality and agent. The cloak apart the "voice definitely is that of Jacobs." Consequently, we could neither find any error of law or other vitiating circumstances in the judgment of the Division Bench nor any infirmities in the process of reasoning or gross unreasonableness and absurdities in the conclusions arrived at to restore the award, so as to justify and warrant our interference in the matter.

25. Looking to observations made by the Hon'ble Supreme Court of India in aforesaid both the cases, the following questions arise in the case on hand to come to the conclusion to one way or the other :

1. Are there any permanent employees of the Bank have been appointed to run the Consumers Stores ?
2. Has the Bank taken upon itself the responsibility of providing the Consumers Stores facilities to the employees of the Bank ?
3. Has the Bank provided the basic requirements like building, stationary, furniture and fixtures, telephone facility, computer, electricity, water etc. to the Consumers Stores ?
4. Whether the Bank is giving subsidy to the Consumers Stores or not ?
5. Is the Consumers Stores runs in the premise of the Bank ?
6. Is the Consumers Stores for the exclusive use of the Bank Staff ?
7. Has the Bank provided the infrastructure facilities ?

26. Looking to the records produced in the present reference case i.e. Ex. 138 shows that, two managers and an accountant has been appointed by the Bank in the Consumers Stores and is the employees of the Bank. It shows very clear that, the administration of the Consumers Stores in run by the Bank. In document Ex.-53 it has been accepted by the Bank that, the Executive Council of the Consumers Stores are made from the Bank Employees. The answer of the said question comes in positive.

27. Looking to the facts and documentary evidences produced by both the parties, and looking to the reply of the Second Party concerned workmen has shown in letter dated 2-12-2009 it is very clear that, the name of the Consumers Store is "State Bank of Saurashtra Employees Consumers Co. op. Stores Ltd." This name itself shows that, construction and motive of the Stores is mostly concerned with the Bank. It is also provisioned that, only a employee of the Bank can be a member of the Consumers Stores and no any other person can be a member of the Stores. And the motive of the Consumers Stores is to provide necessary substances for the like to their employees. The construction of the Consumers Stores is done under the guidelines of the State Bank of India. The construction of the Consumers Store is done according to the State Bank of India Handbook on Staff Welfare Activities as per Ex. 41 and 121. Further in the said Handbook it is ordered to obey the said guidelines to all the subordinate Banks. And further in the Chapter-IV Clauses 1 to 13 guidelines has been given that how to construct the Consumers Stores, how to help by the Bank to the Stores. Thus, the answer of the second question falls in positive.

28. In answer of the third and fourth question, we should see the Ex.-53, and in the said document it is very clear that, the Consumers Stores is situated in the premise of the Bank, and thus Bank has provided the said accommodation rent free to the said Consumers Stores. Not only that, but also the Stationery, furniture and fixtures, it's repairing, telephone facility, computer, electricity, water etc. are provided by the Bank to the Consumers Stores. Not only that, but also the rate of the subsidy is also decided by the Bank. All these circumstances and documentary evidences show very clear that, there is a clear control and supervision of the Bank over the Consumers Stores.

29. In the answer of the fifth question it is very clear that there is no dispute and it is also accepted by the Bank that, the Consumers Stores is situated in the Bank Building, and the Bank has provided the said accommodation rent free to the Consumers Stores.

30. In connection with the question No. 6, if we see the Ex. 53, in an oral evidence of the Second Party concerned workmen Mr. Mandavi Dilip Bhikhalal confess that, the main motive of the Consumers Stores is to provide

necessary substances for the life to their employees. Thus, the answer of the said question is also fall in positive.

31. Last question is that, has the Bank provided the infrastructure facilities to the Consumers Stores or not? Looking to the documentary evidences produced in the present reference case it is very clear that, Bank has provided the infrastructure facilities to the Consumers Stores. Hence the answer of the said question is also comes in the positive manner.

32. Looking to the result of the aforesaid test, and looking to the documentary evidences and lifting of the veil, if we see that who is actual master and servant, then we can very easily find out that who actual master is? Aforesaid result itself shows that, the actual master of the present concerned workers is not a Consumers Stores, but actual master of the concerned workers of the Consumers Stores is the State Bank of India. Looking to the aforesaid observations laid down by the Hon'ble Supreme Court of India, in the case of workers of the O.N.G.C. the principle is laid down that, the Tribunal should find out that, who is actual master and servant and it is also directed in the said judgment that, the Tribunal has a power to lifting up the veil. Not only that, but also in the case of Indian Overseas Bank V/s. Indian Overseas Bank Staff Canteen Worker's Union and Ors. L.L.N. 6, 2000 Page, 930 Hon'ble Supreme Court of India has laid down that, in the said case the dispute was raised that, workers of the Co. op. Staff Canteen is not the employees of the Bank, but after lifting up the veil, it seems that, the workers of the Consumers Stores are the employees of the Bank. All these circumstances force to this Tribunal to obey the principles laid down by the aforesaid Apex Courts. Hence, this Tribunal is in opinion of that, the three employees of State Bank of Saurashtra Employees Consumers Co.op. Stores Ltd. are the workmen of State Bank of India, Bhavnagar. Not only that, this Tribunal has convinced by the Second Party concerned workmen through the documentary evidences that, the demand of the Bhavnagar Jilla Mazdoor Sangh for treating them as regular employees of State Bank of India is justified.

33. In the aforesaid circumstances, question arise for the adjudication for this Tribunal that, from which date the Second Party concerned workmen should be treated as employees of the State Bank of India? The present reference case has been raised by the Second Party concerned workmen from 28-03-1994. This date may become odd to calculate the figures of payment of the differences applicable to the Second Party concerned workmen. Hence it is decided that, the Second Party concerned workmen are entitled to treat them employees of the workmen of State Bank of India from 01-04-1994. For the straight and easy calculation the date decided above will be justified for the Second Party concerned workmen.

34. Now coming to the end part of the judgment, this Tribunal has to decide that, what relief workmen are

entitled to ? Before giving any conclusion, it is necessary to observe the views given by the Hon'ble Supreme Court of India. In case of Indian Overseas Bank V/s. Indian Overseas Bank Staff Canteen Workers Union, and Another, 2000 (2) LLN. 930. Hon'ble Supreme Court of India has laid down the principle as under :

“ Held bank had unmistakably undertaken the obligation to provide canteen facilities though there was no statutory obligation-Bank had also extended certain medical and welfare facilities to the canteen workers besides providing all facilities and financial assistance for running the canteen—In such factual matrix Tribunal was justified in holding the canteen employees as workmen of the bank and ordering their reinstatement as Class IV employees.”

35. Taking into the consideration to the views given by the Hon'ble Supreme Court of India in the aforesaid judgment, the workmen of the present case are also entitled to treated them as Class IV employees, because the workmen of the present case are working in the Consumers Stores as salesmen, as stated by Mr. Dashrathbhai Jesangbhai Patel vide Ex. 117. Hence, in the present case also it is decided that, the workmen of the Consumers Stores are also entitled to treated at par Class-IV workmen of the State Bank of India. Further, it should be clarified that, while considering the present case it has been decided that, the Second Party concerned workmen are the workmen of the State Bank of India, and are entitled to treat them as Class -IV workmen of the Bank from 01-04-1994. The Second Party concerned workmen are entitled to get difference of payment, which they have already got during the working as a workmen of the Consumers Stores, i.e. the difference of payment will be deducted from those payment which they have already got as a workmen of the Consumers Stores. In considering all aforesaid circumstances, this Tribunal believes that the present Reference should be granted. Therefore, this Tribunal passes the following order :

ORDER

1. The Reference made by the Second Party concerned workman are granted party, accordingly.

2. It is declared that, three employees Mr. Jitubhai B. Zankhara, Dilipbhai B. Mandaviya and Mr. Kishore C. Sheth of the State Bank of Saurashtra Employees Consumers Co. op. Stores Ltd. Bhavnagar are the employees of State Bank of India, Bhavnagar. The State Bank of India i.e. First Party No. 1 will treat the aforesaid workmen as Class-IV, workmen of the State Bank of India from 01-04-1994, within the 30 days from the date of publication of this award.

3. The Second Party concerned workmen will be entitled to get the difference of payment but, Bank has a

right of deduct the difference of payment which the concerned workmen have already got as workmen of the Consumers Stores. Mr. Kishore C. Sheth who has already retired from the services will entitled to get the differences up to the date of his retirement.

4. The Second Party concerned Union Bhavnagar Jilla Mazdoor Sangh, Bhavnagar is entitled to get Rs. 5000 (Rupees Five Thousand only) from the First Party No. 1 State Bank of India, Bhavnagar and from the First Party No.2 the State Bank of Saurashtra Employees Consumers Stores Ltd. Bhavnagar, jointly and severely.

Bhavnagar

Dated : 30-6-2010.

S.S. PANCHAL, Indsutrial Tribunal,

नई दिल्ली, 21 जुलाई, 2010

का. आ. 2022.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय स्टेट बैंक, नई दिल्ली के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय औद्योगिक अधिकरण, सं. 1, नई दिल्ली के पंचाट (संदर्भ सं. 13/05) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-7-2010 को प्राप्त हुआ था।

[सं. एल-12011/50/99-आई आर(बी-1)]

जोहन टोपनो, अवर सचिव

New Delhi, the 21st. July, 2010

S. O. 2022.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 13/2005) as shown in the annexure, in the Industrial Dispute between the management of State Bank of India and their workmen, received by the Central Government on 21-7-2010.

[No. L-12011/50/99-IR(B-I)]

JOHAN TOPNO, Under Secy.

ANNEXURE

**BEFORE DR. R.K. YADAV, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL
No. 1, KARKARDOOMA COURTS COMPLEX,
DELHI**

I. D. No. 13/2005

The Secretary,
State Bank of India Delhi Circle,
1994 Wait Listed Employees
For promotion as Record Keeper-cum- Cashier Association,
RZD-120A, Dasrath Puri, New Delhi-45

... Claimant

Versus

The Chief General Manager,
State Bank of India, L.H.O. 11,
Sansad Marg, New Delhi.

...Management

AWARD

Subordinate staff deployed in Delhi Region of the State Bank of India took written test on 13-3-94 for promotion to the post of Record Keeper-cum-Cashier. Several hundreded employees took that test and thereafter those who qualified the test were called for interview. 211 candidates were declared successful. On 24th of August, 94 a detailed circular was issued by the bank, notifying that 184 candidates have been promoted as Record Keeper-cum-Cashier w.e.f. 1st August, 93 and remaining 27 of the candidates were wait listed for promotion against future vacancies.

2. In 1997 the bank promoted 8 candidates, out of those 27 wait listed candidates, against vacancies which arose in 1994-1995. Candidates, who were left to be promoted, made request to the bank in November/December, 98 for their promotion. In January, 99 bank intimated to them that the panel of wait listed candidates has been scraped on 31st of January, 99. An association was formed by wait listed candidates with the name, "State Bank of India Delhi Circle 1994 Wait Listed Employees for Promotion as Record Keeper-cum-Cashier Association" (hereinafter referred to as the Association). The Association represented the issue before the Chief General Manager, vide its letter dated 1st of March, 1999 requesting that no further promotion test should be held till wait list is exhausted. The letter so written could not evoke any response.

3. The Association raised an industrial dispute before the Conciliation Officer on 12-4-99. The Bank put in its appearance before the Conciliation Officer and resisted the claim. Conciliation proceedings ended in failure on 15-9-99. On 7th of December, 1999, the appropriate Government declined to refer the dispute for adjudication on the ground that it was an administrative discretion of the bank, on which no malafide has been alleged and absorption from panel is depending upon occurrence of vacancies and strict maintenance of the approved panel. The Association made a representation on 1st of May, 2000 to the Government for reconsideration of its decision, but to no avail. A writ was filed before High Court of Delhi assailing order passed by the appropriate Government which writ petition came to be dismissed vide order dated 1st of October, 2002. Later patent appeal was filed, which was granted by the High Court, vide order dated 27th of October, 2004, commanding the appropriate Government to consider the matter afresh and pass an appropriate orders in the matter. In compliance of the missives to given, the appropriate Government referred the dispute to this

Tribunal for adjudication vide order No. L-12011/50/99-IR (B-I), New Delhi dated 15-3-2005, with the following terms :

"Whether 11 out of 18 wait listed workmen who were denied promotions can raise an Industrial Dispute when majority union of workmen in the establishment refused to espouse their cause? If yes, whether action of the management in reviving wait list which lapsed and promoting 8 workmen on the panel in order of seniority is justified? If not, what directions are necessary in the matter?"

4. Claim statement was filed by the Secretary of the Association pleading therein that an employee of subordinate staff of the bank is eligible for promotion to the post of Record Keeper after completion of 8 years of service and subject to his qualifying 8th standard examination. Written test for promotion to the post of Record Keeper-cum-Cashier was held by the bank on 13-3-94, in which several hundreded eligible employees appeared. Those who qualified written test were called for interview. 211 candidates were declared successful, out of whom 184 were promoted by the bank as Record Keeper-cum-Cashier w.e.f. 1st of August, 93 and remaining 27 were wait listed for promotion against future vacancies. A circular dated 24-8-94 was issued in that regard. 8 candidates were promoted, out of those who were wait listed, in 1997 without issuing any circular. A system of pick and choose was adopted by the management. Thereafter remaining 18 wait listed candidates approached the bank jointly and severally for their promotion. In November/December, 98 a representation was submitted to the bank in that regard. They were shocked to note that instead of promoting them the bank informed that the wait list has been cancelled. That action of the bank was illegal, unjustified and malafide and amounted to unfair labour practice. On 31st of January, 1999, a meeting of wait listed candidates took place and an association was formed to fight injustice perpetrated by the bank. On 1st of March, 1999 the Association submitted a representation to the Chief General Manager, which was not responded. The Association raised an industrial dispute before the Conciliation Officer, wherein a flimsy objection was taken to the effect that the dispute was not validly espoused. Letter dated 16-7-99 was submitted, wherein detailed reply to that objection was made. Conciliation proceedings ended in failure and the appropriate Government declined to refer a dispute for adjudication, vide its order dated 7-11-99. The said order was assailed before High Court of Delhi by filing a writ petition, which was dismissed, vide order dated 2nd of October, 2002. L.P. A. was preferred, which was granted vide order dated 27-10-04 commanding the appropriate Government to refer the dispute for adjudication. The Association that the bank had joined its hand with a recognized union to get wait list cancelled. When wait list was issued, it was made clear that the candidates enlisted

therein were to be promoted against future vacancies. In 2001-2002 the bank promoted a large number of employees, which fact justified that there were vacancies for the promotion of wait listed candidates. It has been claimed that action of the management to scrap wait list and promoting 8 persons in 1997 may be declared illegal, unjustified and an act of unfair labour practice. The Association also claims that bank be permitted to restore wait list and promote the remaining candidates with retrospective effect.

5. Claim was demurred by the management pleading that it was no an industrial dispute within the meaning of clause (k) of section 2 of the Industrial Disputes Act, 1947 (in short the Act) since only 11 persons out of total 3670 employees of Delhi circle have raised the dispute. An individual dispute of 11 persons cannot be converted in the industrial dispute. The dispute, so raised, does not fall within the ambit of section 2 (k) of the Act. Without proper espousal by recognised majority union the dispute touching individual rights of a few workmen cannot be referred for adjudication. Factum of test being held by the bank of 13-3-94, followed by an interview of successful candidates is not a matter of dispute. It is also not disputed that 211 candidates were declared successful, out of whom 184 were promoted with effect from 1st of August, 93. It is also not disputed that 27 employees were wait listed for future vacancies, out of whom 8 were promoted against vacancies, identified for the years 94-95. The bank pleads that they were promoted strictly on the basis of their merits. It has further been pleaded that the bank took a decision, in consultation with majority union, to scrap the wait list. The bank agitates that the 11 claimants were also members of the said recognized union, who concerned in cancellation of the wait list. A promotion process was held thereafter in 2001. Deep Chand, Sham Singh and Om Parkash from amongst wait listed candidates appeared in that promotion process and were found suitable, hence promoted to the post of Record Keeper-cum-Cashier w.e.f. 1st of August, 2001. Bank agitates that wait list cannot remain in operation for indefinite period. It is not disputed that in subsequent promotion process 95 persons were promoted. Bank claims that remaining claimants were either not found suitable for promotion or did not participate in process, despite opportunity given to them. None of them can claim any grievance in respect of their non promotion to the post of Record Keeper. Action of the bank in promoting 8 wait listed candidates and thereafter scraping the wait list is legal and justified. Claimants are not entitled to any relief. Their claim may be dismissed, being devoid of any merits.

6. In rejoinder the Association reiterates facts pleaded in the claim statement.

7. Shri J.N. Kapoor, General Secretary, All India Staff Bank Association, entered witness box to testify facts on

behalf of the Association/claimants. Shri Bhag Chand Jain tendered his affidavit as evidence on behalf of the management. He was cross examined at length on behalf of the Association. No other witness was examined by either of the parties.

8. Arguments were heard at the bar. Shri J.N. Kapoor, authorized representative, advanced arguments on behalf of the Association. Shri J. Buther, authorized representative, advanced arguments on behalf of the management. Written submissions were filed on behalf of the Association/claimants. I have given my careful considerations to the arguments advanced at the bar and cautiously perused the record. My findings on issues involved in the controversy are as follows.

9. Term of reference consist of three propositions, out of which one relates to the espousal of the dispute. The question posed by the appropriate Government is, "Whether 11 out of 18 wait listed workmen who were denied promotions can raise a industrial dispute when majority union of workmen in the establishment refused to espouse their cause?" Therefore it is expedient for this Tribunal to consider that proposition first of all. The Association pleads in its claim statement that on 31st of January, 99 available affected employees held a meeting and formed an association. On 1st of March, 99, the Association made representation to the Chief Manager, which representation was not responded to. The Association raised an industrial dispute before the Conciliation Officer, where a flimsy objection was taken. Vide letter dated 16-7-99 that objection as replied. Shri J.N. Kapoor projects in his testimony that State Bank of India Delhi Circle 1994 Wait List Employees for Promotion as Record Keeper-cum-Cashier Association was formed, after cancellation of the wait list by the bank. Prior to that cancellation of wait list 8 employees were promoted. He unfolds that the Association was probably formed by 8-9 employees. However, other persons joined later on. He is not a member of that Association. He claims that the Association was affiliated to all India Bank Staff Association. He concedes that there were 15000 employees in Delhi Circle of the Bank, out of whom more than 3000 employees were in subordinate cadres. There were 8 or 9 members present when General Body passed resolution to raise an industrial dispute.

10. Shri Bhag Chand swears in his affidavit Ex. MW/1 that the dispute has not been espoused by substantial number of workmen or by State Bank of India Staff Association. State Bank of India Staff Association refused to espouse the cause of 11 individual workmen, since majority union felt that there was no merit in the claim.

11. Rival facts, presented by the parties, need appreciation. Shri Kapoor conceded, when he stood test of cross examination, that the Association was formed when bank has scraped wait list. According to him the Association was probably formed by 8-9 employees, who

were joined by others later on. It has not been disputed that there were thousands of employees in Delhi Circle of the bank. The bank took a stand that majority union refused to espouse the claim of those wait listed candidates, who were not promoted. Therefore, out of facts projected by Shri Kapoor and Bhag Chand Jain it is evident that there were about 15000 employees in Delhi Circle of the bank, out of whom 3760 employees were in subordinate cadres, when wait list candidates, who were not promoted, took a step for formation of the association. It is not disputed fact that only 11 employees had raised this dispute. Though minutes of meeting dated 31-1-99 have not been proved yet the same are available over the record. Since formation of the Association is not a matter of dispute, therefore, those minutes can be scanned to see as to how many persons took a decision for formation of the Association. Minutes of the meeting highlight that seven persons took decision to form an Association. Those seven persons were subsequently joined by others and the strength was raised to eleven. These eleven persons raised the dispute before the Conciliation Officer.

12. Provisions of section 10 of the Act make it clear that the appropriate Government may refer an existing or apprehended dispute to an Industrial Tribunal for adjudication, Industrial dispute has been defined by clause (k) of section 2 of the Act, Definition given in the said sub-section encompasses within its sweep any dispute or difference between the employer and employers, or between employer and workmen or between workmen and workmen, which is connected with the employment or non employment or terms of employment or with the conditions of labour of any person. The Act is a legislation relating to what is known as "collective bargaining" in the economic field. This policy of the legislature is also implicit in the definition of the industrial dispute.

13. The Apex Court in *Bombay Union of Journalist* [1961 (II) LLJ 436] has observed that in each case in ascertaining whether an individual dispute has acquired the character of an industrial dispute, the test is whether at the date of reference, the dispute was taken up as submitted by the union of the workmen of the employer against whom the dispute is raised by an individual workman or by an appreciable number of workmen. In order therefore, to convert an individual dispute into an industrial dispute, it has to be established that it has been taken up by the union of employees of the establishment or by an appreciable number of the employees of the establishment. As far as union of the workmen of establishment itself is concerned, the problem of espousal by them generally presents little difficulty, since such workmen who are members of such unions generally have a continuity of interest with an individual employee who is one of their fellow workman. But difficulty arise when the cause of a workman, in a particular establishment is sponsored by a union which is not of the workmen of that establishment

but is one of which membership is open to workmen of their establishment as well as in that industry. In such a case a union which has only microscopic number of the workmen as its member, cannot sponsor any dispute arising between the workmen and the management. A representative character of the union has to be gathered from the strength of the actual number of co-workers sponsoring the dispute. The mere fact that a substantial number of workmen of the establishment in which the concerned workman was employee were also members of the union would not constitute sponsorship. It must be shown that they were connected together and arrived at an understanding by a resolution or by other means and collectively submitted the dispute.

14. The expression "industrial disputes" has been construed by the Apex Court to include individual disputes, because of the scheme of the Act. In *Ragon Nath Gopal Patvardhan* [1957 (I) LLJ 27] the Apex Court ruled as to what dispute can be called as an industrial dispute. It was laid thereon that (1) a dispute between the employer and a single workman cannot be an industrial dispute, (2) it can not be per-se be an industrial dispute but may become if it is taken up by a trade union or a number of workmen. In *Dharampal Prem Chand* [1965 (I) LLJ 460], it was commanded by the Apex Court that a dispute raised by a single workman cannot become an industrial dispute unless it is supported either by his union or in the absence of a union by substantial number of workmen. Same law was laid in the case of *Indian Express Newspaper (Pvt.) Limited* [1970 (I) LLJ 132]. However in *Western India Match Company* [1970 (II) LLJ 256], the Apex Court referred the precedent in *Drona Kuchi Tea Estate's case* [1958 (I) LLJ 500] and ruled that a dispute relating to "any person becomes a dispute where the person in respect of whom it is raised is one in whose employment, non employment, terms of employment or conditions of labour, the parties dispute for a direct or substantial interest".

15. What a substantial or considerable number of workmen would be in a given case depend on particular facts of the case. The fact that an "industrial dispute", is supported by other workmen will have to be established either in the form of a resolution of the union of which workmen may be member or of the workmen themselves who support the dispute or in any other manner. From the mere fact that a general union, at whose instance an "industrial dispute" concerning an individual workmen is referred for adjudication, has on its roll a few of the workmen of the establishment as its members, it cannot be inferred that the individual dispute has been converted into an "industrial dispute". The Tribunal has therefore, to consider the question as to how many of the fellow workman actually espoused the cause of the concerned workman by participating in the particular resolution of the Union. In the absence of a such a determination by the Tribunal, it cannot be said that the individual dispute acquired the

character of an industrial dispute and the Tribunal will not acquire jurisdiction to adjudicate upon the dispute. Nevertheless, in order to make a dispute an industrial dispute, it is not necessary that there should always be a resolution of substantial or appreciable number of workmen. What is necessary is that there should be some express or collective will of a substantial or an appreciable member of the workmen treating the cause of the individual workman as their own cause. Law to this effect was laid in *P. Somasundramaran* [1970 (1) LLJ 558].

16. It is not necessary that the sponsoring union is a registered trade union or a recognized trade union. Once it is shown that a body of substantial number of workmen either acting through a union or otherwise had sponsored the workman's cause, it is sufficient to convert it into an industrial dispute. In *Pardeep Lamp Works* [1970 (1) LLJ 507] complaints relating to dispute of ten workmen were filed before the Conciliation Officer by the individual workmen themselves. But their case was subsequently taken up by a new union formed by a large number of co-workmen, if not a majority of them. Since this union was not registered or recognized, the workmen elected five representatives to prosecute the cases of ten dismissed workmen. Thus cases of the dismissed workmen were espoused by the new union, yet unregistered and unrecognized. The Apex Court held that the fact that these disputes were taken up by a registered or recognized union does not mean that they were not "industrial dispute".

17. It is not expedient that same union should remain incharge of that dispute till its adjudication. The dispute may be espoused by the workmen of an establishment through a particular union for making such a dispute an "industrial dispute", while the workman may be represented before the Tribunal for the purpose of Section 36 of the Act by a number of executive or office bearer of altogether another union. The crux of the matter is that the dispute should be a dispute between the employer and his workmen. It is not necessary that the dispute must be espoused or conducted only by a registered trade union. Even if a trade union ceases to be registered trade union during continuance of adjudication proceedings that would not affect the maintainability of the order of reference. Law to this effect was laid by the High Court of Orissa in *Gammon India Limited* [1974 (11) LLJ 34]. For ascertaining as to whether an individual dispute has acquired character of an individual dispute, the test is whether on the date of the reference the dispute was taken up as supported by the union of the workmen of the employer against whom the dispute is raised by the individual workman or by an appreciable number of the workman. In other words, the validity of the reference of an industrial dispute must be judged on the facts as they stood on the date of the reference and not necessarily on the date when the cause occurs. Reference can be made to a precedent in *Western India Match Co. Ltd.* [1970 (11) LLJ 256].

18. Here in the case the association was formed on 31st of January, 1992, as detailed above. What were the circumstances for formation of the Association, can be peeped out of letter Ex. MW 1/2. This letter was written by the General Secretary, State Bank of India Staff Association to Circle Development Officer of the Bank. The letter details that the Association concur with the views of the Central Office contained in letter dated 6th of June, 96 and requests the bank to scrap the panel for future vacancies after exhausting vacancies for the year 94-95. A request was made to the bank to start process of fresh promotion of Record Keeper-cum-Cashier for the next year immediately. Thus letter Ex. MW 1/2 highlights that the recognized union requested the bank to scrap wait list and to start process of fresh promotion of Record Keepers-cum-Cashier for the next year. When recognised union had taken a stand for getting the wait list cancelled, in that situation there was no occasion for the claimants to approach the said union for espousal of their grievances. They were left with no option but to form the Association. It is a fact that after promotion of 8 wait listed candidates, only 18 candidates were left since by them one had expired. Those 18 candidates were a class in themselves, since their names appear in the wait list for promotion as Record Keeper-cum-Cashier. Out of those 18 candidates 7 formed the Association on 31-1-99 and 4 others joined them subsequently. 11 out of 18 can be termed as majority of that class. Majority member of that class took a decision to raise an industrial dispute. That majority cannot be termed as a microscopic member of the employees, since their cause was in contradiction to the cause of the majority of members of the recognized union. For that purpose, 11 members of the wait listed candidates formed a majority group and espousal of claim by them answers provisions of clause (k) of Section 2 of the Act. Their claim was subsequently taken up by another association. All these facts persuade me to conclude that dispute presented by 11 members of the wait list, is not an individual dispute. It answers characteristics of an industrial dispute. The issue referred by the appropriate Government is answered accordingly.

19. Shri Kapoor projects that in May, 1994 he entered into an oral understanding with the bank that all wait listed employees should be promoted to the next position against future vacancies. It was also the part of understanding that the wait list, prepared by the bank, would not lapse. Accordingly circular Ex. WW1/3 was issued by the bank, wherein it was mentioned that wait listed candidates would be promoted against future vacancies. Shri Bhag Chand Jain testified that Shri V. K. Gupta, General Secretary of the Staff Association wrote a letter to the bank on 4-8-96, copy of which is Ex. MW1/2. On 4th of June, 2001 bank issued circular for promotional test of the employees, which circular is Ex. MW1/3.

20. Perusal of Ex. WW 1/3 makes it clear that 184 employees of subordinate staff were found suitable for appointment as Record Keeper-cum-Cashier w.e.f. 1st of August, 93. They were to undergo institutional training for two weeks and on job training for 8 weeks. They were to remain on probation for a period of six months and to be confirmed on these posts subject to successful completion of training and attaining a satisfactory level of work, ability and conduct. Where a candidate was to be found not to attain required standard, his period of probation was liable to be extended for further three months. If he was to be found suitable then he was to be confirmed or otherwise to be reverted back to his previous post. List of 184 employees, who were found suitable for promotion, was annexed to the said circular. Another list of 27 candidates was annexed with the said circular, who were wait listed for promotion against future vacancies.

21. As is evident Shri Kapoor claims that an understanding was reached between him and the bank and in pursuance of that understanding circular Ex. WW1/3 was issued and wait listed candidates, numbering 27, were to be promoted against future vacancies. The management disputes this proposition that list of wait listed candidates was a result of an understanding between Shri Kapoor and the bank authorities. Question for consideration comes as to whether an understanding, if any, could be taken as a settlement. What is a settlement has to be seen. The Act defines settlement in clause (p) of Section 2 as follows:

“Settlement means a settlement arrived at in the course of conciliation proceeding and includes a written agreement between the employer and workmen arrived at otherwise than in the course of conciliation proceeding where such agreement has been signed by the parties thereto in such manner as may be prescribed and a copy thereof has been sent to an officer authorised in this behalf by the appropriate Government and the conciliation officer;”

22. The above definition envisages two categories of settlements (1) a settlement which is arrived at in the course of conciliation proceedings, and (2) a written agreement between the employer and workman, arrived at otherwise than in the course of conciliation proceedings. Legal effects of both kinds of settlement are not identical, in that whereas the former affects all the person and a few others as specified in sub section (3) of section 18, even though such persons are not parties to the dispute and joins establishment subsequent to the settlement and the later binds only actual parties to the agreement, as contemplated by sub-section (1) of section 18 of the Act.

23. A settlement is the result of collective bargaining and when a recognized union negotiates with an employer, the workers, as individuals, do not come into picture and it

is not necessary that such individual worker should know implication of the settlement, since the recognized union, which is expected to protect the legitimate interest of the labour entering into a settlement with the best interest of the labours in view. An agreement arrived at between the parties either before the Conciliation Officer or otherwise, is a settlement in its grammatical or ordinary significance, but it will not be settlement within the meaning of the definition. Every settlement is an arrangement or agreement, though every arrangement or agreement is not a settlement. An agreement or arrangement will not be a settlement merely because parties to the dispute choose to call it a “settlement” and such an agreement or arrangement is incorporated in a memorandum of settlement, signed by the parties for the purposes of settlement. The agreement or arrangement must decide some part of the dispute or some other matter in the dispute or decide the procedure by which the dispute is to be resolved or affect the dispute in some manner or the other or provide for same act or forbearance in relation to the dispute, on the part of a party or parties to the dispute. In other words, a settlement only settles the matter or matters in the dispute which it settles. Section 18 of the Act lays down persons on whom settlements would be binding. Sub-section (1) of the said section provides that a settlement, arrived at by agreement between the employer and workman otherwise than in the course of conciliation proceedings, shall be binding on the parties to the agreement. Sub-section (3) of the said section enlist the parties on whom a settlement, arrived at in the course of conciliation proceedings or an award, shall be binding. As testified by Shri Kapoor an understanding was arrived at between the officers of the bank and the Association to promote wait listed candidates against future vacancies and the said list was not to lapse. It was not a settled arrived at in the course of conciliation proceedings or a written agreement between the employer and the Association. Therefore, contention of Shri Kapoor that the list attached to circular Ex. WW 1/3 was not to lapse has no force. The oral arrangement, as claimed by Shri Kapoor, was not binding on the bank.

24. Question which needs attention is as to for what period the said list was to remain alive. In Bipartite Settlement no provision was ever made to provide the period for which a wait list was to remain alive. In that situation the instructions issued by the Government of India are to be scanned. It has been provided that panel for promotion, drawn up by Departmental Promotion Committee for selection posts, would normally be valid for one year. It should be assumed to be in force on the expiry of period of one year and six months or when a fresh panel is prepared which ever is earlier. The date of commencement of validity of panel will be the date on which Departmental Promotion Committee meets. In case the Committee meets on more than one day, last date of meeting would be the date of commencement of the validity of the panel.

25. In office memorandum No.22011/2/79-Estt.(D), New Delhi dated 8th of February, 1982 it has been provided that normally, in the case of direct recruitment a list of selected candidates is prepared to the extent of the number of vacancies (other persons found suitable being put on a reserve list, in case some of the persons on the list of selected candidates do not become available for appointment). Similarly, in the case of Departmental Competitive Examination, the list of selected candidates has to be based on the number of vacancies on the date of declaration of the results as the examination is competitive and selection is based on merit. A problem may arise when there is a fluctuation in the vacancies after the list of selected candidates is announced.

26. It has been further provided therein that the matter has been carefully considered. Normally, recruitment, whether from the open market or through a Departmental Competitive Examination, should take place only when there are no candidates available from an earlier list of selected candidates. However, there is a likelihood of vacancies arising in future; in case, names of selected candidates are already available, there should either be no further recruitment till the available selected candidates are absorbed or the declared vacancies for the next examination are taken into account with number of the persons already on the list of selected candidates awaiting appointment. Thus, there would be no limit on the period of validity of a list of selected candidates prepared to the extent of declared vacancies, either by the method of direct recruitment or through a Departmental Promotion Committee.

27. It went on to detail that once a person is declared successful according to the merit list of selected candidates, which is based on the declared number of vacancies, appointing authority has the responsibility to appoint him even if number of vacancies undergo a change, after his name has been included in the list of selected candidates. Thus where selected candidates are awaiting appointment, recruitment should either be postponed till all selected candidates are accommodated or alternatively intake for the next recruitment reduced by the number of the candidates already awaiting appointment and the candidates awaiting appointment should be given appointment first, before starting appointment from a fresh list from a subsequent recruitment or examination.

28. Question of validity of panel in case of persons who are on long leave was considered and it was clarified that if on the basis of empanelment for the promotion against vacancies arising in a vacancy year, a promotion order contains name of a person who is on sanctioned leave, a copy of the same is to be dorsed to the officer at his leave address by registered/speed post etc. alongwith necessary advice about the authority to whom he is to report for assuming charge of the higher post. If officer assumes charge of higher post of promotion by curtailing

leave if necessary, within the currency of vacancy year for which panel is prepared or within six months from the date of the promotion order or before the last person born on the panel is offered promotion without being required to be reassessed by fresh Departmental Promotion Committee, whichever is later, the officer will not be required to be considered afresh by the next Departmental Promotion Committee and he will retain his seniority as per position in the panel on the basis of which he has been promoted. If, however, he does not join to resume charge of the higher post within the period specified above and continues to remain on long leave or seeks further extension of leave, order of promotion in so far as said officer is concerned will become invalid and the officer will be required to be considered by the next Departmental Promotion Committee held in the normal course after he joins his duty on the expiry of leave. His seniority on subsequent promotion will be as per position in the fresh panel. This will equally apply to the cases of promotion by mode of selection as well as non selection. While referring the order of promotion to the officer on leave, it would be necessary to bring to him/her notice above position.

29. In case the officer is serving on an ex cadre post, on his own volition by applying in response to an advertisement, he should be required to revert to his parent cadre, when due for promotion, failing which his name shall be removed from the panel. On his reverting to parent cadre, after a period of two years, he will have no claim for promotion to the higher grade on the basis of that panel. He should be considered in the normal course alongwith other eligible officers when the next panel is prepared and he should be promoted to the higher grade according to his position in the fresh panel. His seniority in that event shall be determined on the basis of the position assigned to him in the fresh panel with reference to which he is promoted to the higher grade. If the panel contains the name of an officer on study leave, he should be promoted to the higher post on return from the study leave. He should also be given seniority according to his position in the panel and not on the basis of the date of promotion.

30. The above instructions issued by the Department of Personnel and Training, Government of India, makes it clear that a panel shall be in force within the currency of the vacancy year for which the panel is prepared or within six months from the date of the promotion order or before last person born on the panel is offered promotion, in case the panel is prepared in respect of declared vacancies. Here in the case wait listed candidates were to be promoted against future vacancies. The words "future vacancies" will have reference to the time for which a panel survives. It will not last for an unlimited period, as claimed by Shri Kapoor. The panel may survive during currency of the vacancy year for which it was prepared or within six months from the date of promotion order. In that situation the wait

list attached to circular Ex. WW1/3 cannot survive till 1997. Therefore, it is evident that when 8 persons were promoted, the panel had lapsed by the time.

31. Next question, which was referred by the Government for adjudication presents that panel had lapsed and whether the action of the management in reviving the wait list and promoting 8 workmen on the panel in the order of seniority was justified. For an answer to this proposition, the surrounding circumstances are to be taken into account. Ex.MW1/2 is the letter written by the General Secretary, State Bank of India Staff Association on 4-8-1996. On that date the panel was not alive, since it was attached to circular Ex.WW1/3, which was issued on 14-8-94. As per the instructions laid down by the Government of India, the panel could have been alive for the year of vacancy and for subsequent six months. Year of vacancy was 1994. In such a situation the panel lapsed in 1995 itself. It was not alive on 4-8-96, when Shri V.K.Gupta, General Secretary, State Bank of India Staff Association, wrote letter Ex.MW1/2 to the Circle Development Officer of the Bank. In that letter Shri Gupta stated that existing panel be scraped after filling in the identified vacancies for the year 1994 and 1995. It is admitted case of the parties that wait listed candidates were promoted in 1997 against existing vacancies of 1994-1995. This question, whether the promotion of 8 wait listed candidates by the bank in 1997 was justified, was considered by the writ court in its order dated 1st of October, 2002, wherein it was explained by the bank that it was so done on account of two reasons, firstly the panel was operated on the specific request and insistence of the General Secretary of the majority union and secondly on consideration of certain practical aspects. The practical aspect, which was projected by the bank in its affidavit dated 25th of September, 2002, was that since number of vacancies was very small, hence it was decided not to hold a fresh test. The writ court was of the opinion that the aforesaid considerations appear to be reasonable. Before this Tribunal no such proposition was put forward by the bank. However, letter Ex.MW1/2 was proved. As per contents of the letter, the General Secretary has insisted upon the bank to scrap panel after filling the identified vacancies for the year 1994-95. By that time the recognized union as well as the bank were under an impression that the panel was in existence. Considering the affidavits so tendered by recognized union and practical necessity, the bank promoted 8 candidates out of panel, on the basis of seniority. Though in the claim statement it was agitated that pick and choose policy was adopted, yet no evidence was put forward to show that seniority in promotion of 8 candidates was not followed. Therefore, it is emerging over the record that 8 persons were promoted out of the wait list candidates in 1997.

32. Whether a request from the union that persons from wait list candidates be promoted against identified

vacancies for the year 1994-1995, can revive the panel? Answer lies in negative. Such a request cannot give life to a panel, which has outlived its utility. In that situation it would be emerging that 8 persons were promoted by the bank without conducting a fresh Departmental Promotional test. Whether it was obligatory on the part of the bank to conduct a departmental promotion test. Answer cannot be given in affirmative, since no such rule exists which enjoins a duty on the bank to conduct a Departmental Promotional test. The bank is under an obligation to be objective and impartial while promoting a person from subordinate cadre to the post of Record Keeper-cum-Cashier. As noted by the writ court, no malafides were attributed to that promotion. In such a situation promotion of 8 candidates, without conducting a fresh Departmental Promotion test cannot be called an act of unfair labour practice or based on malafides. The promotion so done was on the basis of seniority-cum-merit. Therefore, the promotion though without a Departmental Promotion test, cannot be termed invalid.

33. There is other facet of the coin. Assuming, for the sake of argument that promotion of 8 wait listed candidates was unjustified, whether this Tribunal should proceed to command the management to revert them. As referred above, those 8 wait listed candidates were promoted in 1997. They are serving as Record Keeper - cum- Cashier the date or a few of them might have reached higher ladder. There is no complaint against their work and conduct, in the capacity of record keeper-cum-cashier. In such a situation there is no justification for passing an order of their reversion. Even otherwise none of them is a party to the present dispute. It is well settled principles of natural justice that none should be condemned unheard. Principles of audi altrem partem require that they should be heard before an adverse order is passed against them. When they are not a party to this dispute, no order can be passed against them, since it would be violative of principles of natural justice. Therefore, an order of reversion cannot be passed against their back. In view of these reasons no missives can be given to the bank to affect their service conditions to their detriment, relating to their promotion referred above.

34. In view of the discussions referred above it is evident that no commands are to be issued to the bank to revert the aforesaid 8 wait listed candidates, who were promoted in 1997. The union does not have a right to claim for their reversion. Claim put forward by the union for promotion of 18 wait listed candidates cannot be answered in their favour, since the panel lapsed in 1995 itself. Claim put forward is liable to be discarded. Accordingly the same is discarded. Award, so passed, be sent to the appropriate Government for publication.

Dr. R.K. YADAV, Presiding Officer

Dated: 28-6-2010

नई दिल्ली, 21 जुलाई, 2010

का.आ. 2023.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक आफ ट्रान्स्वन्कोर के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, एरणाकुलम के पंचाट (संदर्भ संख्या 9/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-7-2010 को प्राप्त हुआ था।

[सं. एल-12012/35/2006-आईआर(बी-1)]

जोहन तोपनो, अवर सचिव

New Delhi, the 21st July, 2010

S.O. 2023 .—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No.9 /2007) as shown in the Annexure in the Industrial Dispute between the management of State Bank of Travancore and their workman, received by the Central Government on 21-7-2010.

[No. L-12012/35/2006-IR (B-I)]

JOHAN TOPNO, Under Secy.

ANNEXURE

IN THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, ERNAKULAM

**Present: Shri. P. L. Norbert, B. A., LL.B.,
Presiding Officer**

(Thursday, the 12th day of July, 2010/21st Ashadam,
1932)

I. D. No. 9/2007

Workman: M. Mahesan, S/o Madhavan,
Thidummayil, Mappilaparampil Chirayil
Ward No. 12, M.N.P.O., Alappuzha,
Kerala State, Alapuzha (kerala).

By Adv. Shri. Rajesh Nair.

Management: 1. The Managing Director, State Bank
of Travancor, Head Office, Poojappura,
Trivandrum - 695012 Kerala State,
Trivandrum.

By Adv. Shri. P. Ramakrishnan

This case coming up for hearing on 8-7-2010, this Tribunal-cum-Labour Court on 12-7-2010 passed the following.

AWARD

This is a reference made under Section 10 (1) (d) of Industrial Disputes Act. The reference is :

“Whether the action of the management of Pathirappally branch of the State Bank of Travancore with headquarters at Poojappura, Trivandrum- 695012, Kerala in terminating the services of Shri M. Mahesan, S/o. Madhavan, Ex-casual worker, with effect from Jannary, 2001 is justified ? If not, what relief the workman is entitled to ?”

2. The facts of the case in brief are as follows :- The workman Shri. M. Mahesan claims that he was engaged by the management bank in its Pathirppally branch of Aleppey District in April 1995 as Peon on daily wage basis. He worked as such till 2001. Initially the wage was Rs. 35. It was raised to Rs. 60 in 1998. He had worked continuously from 1998 to 2001. he had rendered unblemished service. however the bank illegally terminated the service of the worker. He was denied benefits due to permanent workers and his service was utilised for many years. The bank adopted unfair labour practice in extracting work from the claimant. There is some delay in raising the dispute as he was waiting and hoping that the management would reinstated him. the work he was doing is perennial in nature. The management has appointed some one else in the place of the worker. The termination is illegal and he is entitled to be reinstated.

3. According to the management there is inordinate delay in raising the dispute. The claimant was never appointed by the bank . The Branch Manager is not the appointing authority. As per rules of the bank one has to apply for the job, appear for the test and interview and undergo selection. The Branch Manager of Pathirappally branch had engaged the workman for some odd work as and when required. The workman had availed a loan of Rs. 75,000 in 1997 for starting a business in readymade dress. he was completely involved in the business thereafter and the bank had not engaged him after the loan was availed and the business was started. he has not done continuous service as claimed in the claim statement. When the loan was defaulted and bank took steps to recover the amount he raised the industrial dispute. hence the worker is not entitled for reinstatement or for any other reliefs.

4. In the light of the above contentions the following point arise for consideration.

1 Has the claimant worked continuously for 240 days ?

2. Is the termination legal ?

3. To what reliefs he is entitled ?

5. The evidence consists of the oral testimony of WW1 to 3 and documentary evidence of Exts. W1 to 3 on the side of the workman and Ext. M1 on the side of the management and Court Exts. XI and X2.

6. **Point No.1 :-** It is the case of the workman that the was engaged as Peon in April, 1995 and worked as such till January 2001. According to him the service was continuous. The bank does not admit continuous service. According to them he was engaged for some odd work as and when required by the bank.

7. It is admitted both in the claim statement as well as in the box by the workman that he was a daily rated wage earner and the payment was effected through his account maintained in the management bank. The wage initially was Rs. 35 per day and from 1998 it was raised to Rs. 60 per day. The rate is not disputed by the management. In the cross examination of WW1 he has clearly admitted that wages were paid through his account and was never

given directly to him Para 5 of the claim statement contains the same admission. The workman has no case that any amount of wage is due from the management or any payment is omitted to be recorded in his SB Account. If so, the account statement or the pass book of the worker should reflect the number of days he had worked during the period 1995 to 2001. According to WW1 the pass book of SB account is with the management bank. He had sought production of the same. But the bank has not produced. But the petitions filed by the workman shows that documents called for are SB Account statement, vouchers signed by the workman for the purpose of marking attendance, details of vacancy that arose in the bank during the period April, 1995 to January, 2001 and ledger folio of Medium Term Loan account No. 4/96. The management produced relevant folios of Medium Term Loan Account 4/96 (marked as Ext.X1). They also produced ledger copy of SB Account of the workman (Ext.X2). Regarding the remaining documents the management filed affidavit stating that the bank is not maintaining any vouchers for marking attendance and details of vacancy arose during April, 1995 to January, 2001 is extremely difficult to be traced. The pass book of SB account though stated to be with the bank was not called for. Besides it is not known how the pass book of the account holder is in the possession of the bank. At any rate the ledger folio of SB Account of the workman is produced. That will show the wages paid to the workman during the period he worked. The workman has not questioned the correctness of the account. Ext.X2 ledger folio is for the period from 1996 to 2001. Ext.X2 therefore should reflect the wages earned and the number of days he had worked according to the workman he was terminated from service in January, 2001. As per Ext.X2 he had worked only upto 24-06-2000. To attract S. 25F of I.D. Act continuous service of 240 days in an year preceding termination has to be proved. Continuous service is defined in S. 25-B. Deemed continuous service is referred in S.25-B (2) (a) (ii). It is held in *Sreeram Industrial Enterprises Ltd. V. Mahak Singh* 2007-2-LLJ 393 That continuous service defined in UP Industrial Disputes Act is different from the definition in Central Industrial Disputes Act. It was observed that in UP ID act in the definition of continuous service under section 2 (g) the work 'preceding' is excluded, but under Section 25-B of I.D. Act (Central) it is included. Hence it was held that continuous service of 240 days under UP I. D. Act could be service rendered during any year of employment and not necessarily during 12 months preceding the termination of service. Therefore it is clear that under S. 25-B of I.D. Act continuous service of 240 days is to be reckoned during the year preceding termination.

8. Ext.X2 shows that during the year prior to 24-06-2000 he had worked only 70 days. Hence the service is not continuous as defined under Section 25-B(2) (a) (ii). Though the workman entered the box and stated that he had worked continuously from 1995 to 2001, in the light of Ext.X2, which is admitted by him, there is no such continuous service. He has to substantiate his case through

other records, if any. According to the worker for marking his attendance he had given signed vouchers. But that appears to be an unknown mode for marking attendance. The management has denied that it is maintaining vouchers for marking attendance of casual employees. The bank has produced attendance register which is Ext.M1. That contains only the names of permanent employees. Besides the workman, two witnesses were examined on his side. WW2 is said to be a stationery shop owner near to the management bank. He says that he had taken a loan from the bank and for repayment he used to go to bank. Besides he was supplying tea and cool drinks to the staff of the bank. During these visits he used to see the workman in the bank. But during cross-examination he did not have a consistent version. In the chief examination he stated that the workman used to get tea from the shop of the witness for supply to the staff. In the cross-examination his version is that he himself used to supply tea and cool drinks to the staff. For remitting loan instalments he used to visit the bank once in a month and sometimes even later. Such a person cannot say whether the claimant was working continuously in the bank. WW3 is having a line building consisting of five shop rooms very close to the bank. he had availed a loan from the bank in 1994 and he used to go to the bank for remitting the loan instalments. The witness is now employed in construction work in Ernakulam. In the cross-examination he said that he used to go to bank two or three times in a month for repayment of loan amount. He had seen then the claimant working in the bank. Besides he used to see the workman going with postal covers. This witness also cannot say for certain whether the claimant was working continuously in the bank as the witness used to visit the bank only occasionally. Any amount of oral testimony of witnesses cannot stand against the documentary evidence in Ext.X2.

9. The learned counsel for the workman on the strength of the decision in *Bank of Baroda V. Ghemarbhai Harjibhai Rabari* (2005) 10 SCC 792 submitted that once the initial burden is discharged by the workman regarding continuous service it is for the bank to disprove the same. In the decided case the worker was a driver in the bank. He had claimed continuous service of 240 days. He entered the box and sworn to that fact. The management bank did not adduce any evidence. The contention of the bank in the written statement was that the claimant was employed under a scheme and he had not worked continuously. However no scheme was produced by the bank and no evidence of any kind was furnished by the bank. Thus the evidence of the worker stood unchallenged. Hence the Hon'ble Supreme Court held that the oral testimony of the workman which was unchallenged was sufficient to prove continuous service of 240 days and no further proof was necessary. But so far as the present case is concerned the very case of the workman is that wage was paid through his account maintained in the bank. He has no case that at any time bank had defaulted payment of wages. Ext.X-2 ledger folio of the SB Account of the workman was produced by the bank. The bank has not suppressed any

other record relating to the service of the workman. Ext.X2 does not prove the case of the workman. Therefore the burden is on the workman himself to prove continuous service and it is not shifted to the management. However the workman is not successful in proving continuous service of 240 days preceding his termination from service.

10. **Point No. 2 :-** The workman contends that he was not given notice or compensation as contemplated under Section 25-F of ID Act and hence the termination is illegal. To apply S.25-F the workman has to prove continuous service of 240 days preceding termination from service. I have already found that there is no such continuous service. Hence the management was not bound to give a notice or compensation as per S. 25-F.

11. According to the learned counsel for the workman the management has violated S. 25-G also. S.25-G is 'last cum first go' rule. In para 6 of the claim statement and para 8 of rejoinder it is contended that after his termination from service the management employed some one else permanently in the place of the workman was only a casual employee and according to him he was the sole Peon in the bank (WW1 cross-examination). If that be so, the rule u/S.25-G has no application.

12. It is then contended by the learned counsel for the workman that there is violation of S. 25-H of ID Act, which says that when an employer proposes to employ any person to fill any vacancy the retrenched workman should be preferred and he should be given opportunity to apply. The workman was only a casual employee. It was for him to apply for regular recruitment to the post of Peon if he was eligible as per the norms of the bank. He neither applied nor enquired whether the management was intending to fill any vacancy. He admits that he has passed SSLC examination and the educational qualification for the post of Peon as per the norms of the bank is 7th standard pass. In para 4 of the written statement the bank has contended that qualification for the post of Peon as per recruitment norms is 7th standard and not SSLC. Therefore even if the workman had applied for the post of Peon he would not have been eligible for the post since he had passed SSLC. Therefore there is no violation of S.25-H either.

13. It was lastly contended by the learned counsel for the workman that Rule 77 and 78 of the Industrial Disputes (Central) Rules 1957 are violated. Rule 77 says that a seniority list of workmen shall be maintained by the employer. Rule 78 says that if the employer wants to fill vacancies a notice shall be put up on the notice board and intimation shall be given to retrenched workmen eligible to be considered for the post in the address given by retrenched workmen. Even according to the workman he was the sole Peon in the bank. Therefore there was no question of preparing any seniority list of casual employees in the category of Peons in Pathirppally branch of the bank. Since the workman was over qualified (SSLC) and was not eligible to be considered for the post, the employer was not bound to send an intimation to the workman regarding

the vacancy. Hence there is no violation of the above rules as well. even if there is violation, the employer is liable to be punished only with penalty mentioned in rule 79, being only violation of rules. For these reasons I hold that the termination from service is not illegal.

14. **Point No. 3 :-** In view of the above findings the workman is not entitled for any relief.

In the result an award is passed finding that the action of the management in terminating the service of the workman Sri. M Mahesan is legal and justified and he is not entitled for any relief.

The award will come into force one month after its publication in the Official Gazette.

Dictated to the Personal Assistant, transcribed and typed by her, corrected and passed by me on this the 12th day of June, 2010.

P. L. NORBERT, Presiding Officer

Appendix

Witnesses for the Workman

WW1- M. Mahesan (Workman).

WW2- K. V. Kamalan

WW3- K. N. Pankajan

Witness for the Management Nil

Exhibit for the Workman

W1- Photostat copy of S. B. Account Pass Book of WW2

W2- Photostat copy of Variable Deposit Account Pass Book of WW2

W3- Photostat copy of Agricultural Loan Account Pass Book of WW3

Exhibit for the management

M1 Attendance Register for the period 1-10-1999 to 30-11-2000 of SBT, Pathirpally Branch.

Court Exhibits

X1 Ledger folio of Medium Term Loan Account No. 4/96 of workman

X2 Ledger folio of the S. B. Account No. 8000 of the workman

नई दिल्ली, 21 जुलाई, 2010

का.आ. 2024.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ सौराष्ट्र अब भारतीय स्टेट बैंक के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण केन्द्रीय, भावनगर के पंचाट (संदर्भ संख्या आई टी सी (न्यू नं.) 2/2009 एवं आई टी सी (पुराना) सं. 11/1993) को प्रकाशित करती है, जो केन्द्रीय सरकार को 21-7-2010 को प्राप्त हुआ था।

[सं. एल-12012/107/93-आईआर(बी-1)]

जोहन तोपनो, अवर सचिव

New Delhi, the 21st July, 2010

S.O. 2024.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No ITCNew) No. 2 of 2009; and ITC (old) No. 11 /1993) of the Industrial Tribunal, Central, Bhavnagar as shown in the Annexure in the Industrial Dispute between the management of State Bank of Saurashtra, now State Bank of India and their workmen, received by the Central Government on 21-07-2010.

[No. L-12012/107/93-IR (B-I)]

JOHAN TOPNO, Under Secy.

ANNEXURE

Exhibit-83

BEFORE SHREE S.S. PANCHAL, INDUSTRIAL TRIBUNAL, CENTRAL, BHAVNAGAR

Reference I.T.C. (New) No. 2 of 2009

Reference I.T.C. (Old) No. 11 of 1993

First Party : (1) The General Manager, (P.&A) State Bank of Saurashtra, Now State Bank of India, Head Office, Nilam Baugh Circle Chowk, Bhavnagar.

(2) Branch Manager, State Bank of Saurashtra, Now State Bank of India, Circle Chowk, Junagadh

V/s

Second Party : It's Workman Smt. Savitaben Naran's Legal Hair son Bharat Naran, C/o. Manibhai Gandhi, 113, City Center Complex, Kala Nala, Bhavnagar.

APPEARANCES:

Mr. F. M. Battiwala, Advocate for the First Parties,

Mr. Manilal G. Gandhi, Advocate for the Second Party.

AWARD

1. This reference was referred to the Industrial Tribunal, Central, Ahmedabad for the adjudication, by the Government of India/Bharat Sarkar, Ministry of Labour/ Shram Mantralaya, New Delhi, vide it's Office order No. L-12012/107/93-IR (B-I) dated : 28-10-1993. But later, order bellow Civil Application No. 2024/2009 dated : 03-09-2009 passed by the Hon'ble High Court of Gujarat, this Reference has been transferred to this tribunal. The schedule of the dispute is as under :

"Whether the action of the management of State Bank of Saurashtra in terminating the services of Smt. Savitaben Naran, farash/Sweeper is legal and justified ? If not, what relief the workman is entitled to?"

2. In the present case first party No.1 General Manager, (P.&A) State Bank of Saurashtra now the State Bank of India, Bhavnagar will be referred as a "first party No.1", and the Branch Manager, State Bank of Saurashtra,

Junagadh will be referred as a "first party No. 2", while concerned workman and its legal hair son Mr. Bharat Naran will be referred as a "second party concerned workman."

3. After that the second party concerned workman has filed his statement of claim vide Ex-10 and has represented to this Tribunal that, Second Party concerned workman was working as a Class IV workman since 1984. Concerned workman was serving in the Bank sincerely and honestly. During her service she had never been given any Charge sheet, Memo or Show Cause Notice, or has never been punished before. Second Party concerned workman was retired due to her age. Second Party concerned workman has worked on the vacant post continuously up to more than 240 days. Therefore Second Party concerned workman had represented before the appropriate authority to regularized her but unfortunately she had been retrenched from her service vide their Office Order No. JND/ Staff/ 162 Dated : 08-02-1990 with immediate effect. After that, Second Party concerned workman had represented before the appropriate authority in written an orally to regularized her but there was no result. She had not been retrenched without paying any compensation and without any notice, notice pay. Second Party concerned workman submits that she had worked in the first party up to seven years. That is a clear breach of the Section 25F of the Industrial Disputes Act, 1947. After terminating her First Party has engaged other workmen in their institute. And thus it is a clear breach of the Section 25H and 25G of the Industrial Disputes Act, 1947. Thus, the aforesaid order of the dismissal is liable to be illegal, malafied and unjustified in the eyes of law and therefore the action of the management of State Bank of India in terminating the services of Smt. Savitaben Naran, vide order dated : 08-02-1990 is illegal and unjustified, and therefore the said order of the management should be set-aside. In the above mentioned facts and circumstances of the case, the second party workman has prayed that, the first party may be directed to reinstate the second party workman on her original post with full back wages and continuity of service and with all consequential benefits in the interest of justice.

4. In reply of the Statement of the claim, the First party has submitted his reply vide Ex-32 and submitted that, the reference made by the Government is bad in law and therefore the same deserves to be dismissed on this ground alone. Further the First party has submitted that there is no reference order against the Regional Manager, Rajkot who is joined directly as a party in the statement of claim and, therefore, the reference deserves to be dismissed on this ground also. Further in the written statement the First Party has submitted that, this Tribunal has no right to rule the present Reference case. First party has denied all the facts shown in the Statement of Claim, and further represented that, eligibility criteria for appointment in the subordinate cadre of the Bank is that a person should have passed 8th standard and the maximum age limit prescribed is 24 years. Further in the written statement the First Party has submitted that, applicant of the present reference was temporarily engaged for filling drinking water in the posts

and cleaning utensils on fixed remuneration of Rs. 100 per month which work was of only half an hour in a day. Further in the written statement the First Party has submitted that, the concerned workman does not possess the requisite educational qualifications. Also it was found that she was 31 years old when she was temporarily engaged on purely ad hoc and temporary basis. Further in the written statement the First Party has submitted and invite the attention towards the judgment of Hon'ble Supreme Court, in the case of Surendra Kumar Gyani V/s. State of Rajasthan & Others, reported in 1993 II LLJ P. 903 wherein it has been observed that, when it was expressly made clear that the appointment was purely on temporary basis, the termination cannot be interfered by the Court. The same observations are made by the Allahabad High Court in the case of Krishnalal V/s. S. Bahadur Sing & Others reported in 1993 II CLR P. 790. Hence, the present Reference is liable to be rejected with the coast.

5. Vide presenting Ex. 11 the second party concerned workman had requested to this Tribunal to order the first party to produce the documentary evidence asked in the said Exhibit. Vide Ex. 12 the First Party has given their reply and has objected the same. Vide presenting Ex. 13 the Second Party concerned workman had requested to this Tribunal to join the legal heir Mr. Bharat Naran, the son of the concerned workman late Mrs. Savitaben Naran. In support to the said request Mr. Bharat Naran has submitted his affidavit vide Ex. 14. On the aforesaid Ex. 13 the Ex-Tribunal had passed order to join as a Party to the same. The Second Party concerned workman has submitted their documentary evidence i.e. the death certificate of the Mrs. Savitaben Naran and the Birth date Certificate of Mr. Bharat Naran Vadhav vide Ex. 15. Further, in addition to their reference case the Second Party concerned workman has submitted their documentary evidence vide Ex. 17 and vide Ex. 19. The Second Party concerned workman has submitted an application to change the name of the First Party Bank and the same was granted by this Tribunal. The oral evidence of the second party concerned workman has been represented through an affidavit vide Ex. 27 and the affidavit presented by the concerned Second Party workman was cross examined by the First Party. The Second Party concerned workman has submitted their documentary evidences vide Ex. 71. The second party workman has produced its closing purses on 21-12-2009.

6. The first party has submitted its documentary evidence i.e. an affidavit of the Branch Manager of State Bank of India, Bhavnagar, vide Ex. 30 and the same was cross examined by the Second Party. The First Party has submitted their Recruitment Rules and Circulars vide Ex. 76.

7. The second party concerned workman has produced their written argument vide Ex. 78. While the First Party made their argument in oral. Both the arguments made by the parties have been taken into the consideration.

8. After taking into the consideration the arguments of the both the parties this Tribunal has to decide that, Whether the action of the management of State Bank of

Saurashtra in terminating the services of Smt. Savitaben Naran, Farash/Sweeper is legal and justified ? If not, to what relief the said workman is entitled to ?

9. The First Party has made argument that, applicant of the present reference was temporarily engaged for filling drinking water in the pots and cleaning utensils on fixed remuneration of Rs. 100 per month which work was of only half an hour in a day. Further the First Party has made an argument that, the concerned workman does not possess the requisite educational qualifications. The Second Party concerned workman was engaged only for cleaning the Bank premises. She was engaged only for two hours a day. Second Party concerned workman was illiterate. She was appointed without any interview or any legal procedure. Hence, the present reference case is liable to be rejected.

10. In other side Second Party concerned workman has argued in written and has submitted that, looking into this Reference case, there is no dispute between the parties that, Second Party concerned workman was working in the First Party with effect from 01-12-1983. It has been proved by the Second Party concerned workman Second Party concerned workman vide Ex. 72. There is no dispute between the parties that the Second Party concerned workman was retrenched from his services with effect from 08-02-1990. Looking to the documents presented by the Second Party concerned workman it is very clear that the Second Party concerned workman has worked more then 240 days during the every year. In the case on hand, vide Ex. 17 the Second Party concerned workman has submitted their documentary evidences i.e. the Certificate given to the Second Party concerned workman by the Manager of the S.B. S. Junagadh, an office order of the appointment for the months of the September, 1987, October, 87, November, 87, December, 87, January, 1988, Mar, 1989 to December, 1989, January, 1990 and February, 1990. Looking to the said documentary evidences it is very clear that, the second Party concerned workman was engaged by the First Party during the defferent months to months with the specific remunerations. Thus, it is proved by the Second Party concerned workman that she was working in the First Party during the period she has shown in her written statement.

11. Looking into this Reference case, the second party concerned workman's legal heir Mr. Bharat Naran has submitted his affidavit vide Ex. 27, and was cross examined by the first party but nothing has been brought out in his oral evidence by the First Party which can help to the First Party. The second party concerned workman was serving in the First Party as a Farash/Sweeper since 01-12-1983. The second Party concerned workman has submitted that, she has worked more then 240 days in the presiding year in the First Party.

12. The Second Party concerned workman has produced office orders vide Ex. 34 to 59 issued by the Manager, State Bank of Saurashtra, Junagadh. In the said written documentary evidences the working days of the concerned workman has been shown. There is no dispute between the parties about the date of the retrenchment i.e. 08-02-1990. It is very clear that the concerned workman

was retrenched from her service on 08-02-1990. In the present case the concerned workman had been retrenched on 08-02-1990, while looking to the Ex. 47 to 59 it is very clear that, the concerned workman has worked 359 days, thus it is more than 240 days in the preceding twelve months. Thus, it is very clear that the concerned workman is entitled to get the protection of the Sections 25-B and 25-F.

13. In the present reference case the First Party has taken defense that, while retrenching the workman it is not necessary to give the notice, notice pay to the concerned workman. But in the case on hand, the First Party has submitted their oral evidence through an affidavit of Mr. Ashwinbhai Gunvantrai Bhatt, vide Ex. 30, and in his cross examination the said witness has confessed that, "He has no any other information about that, the concerned workman had given notice or compensation." Thus, the oral evidence produced by the First Party goes against the First Party, that the before the retrenchment to the concerned workman was not given any notice, notice pay and even retrenchment compensation. in reply of the said argument of the First Party, the Second Party concerned workman has cited the judgment of the Hon'ble Supreme Court of India, R.M. Yellatti V/s. The Asst. Executive Engineer, published in 2005, III, CLR 1028. The principle laid down in the said judgment that the daily wager is entitled to get protection of Sec. 25-F. In the present case also it is found that, the concerned workman is a daily wager Farash/Sweeper. And further the said principle is also laid down in the case of Ramesh Kumar V/s. State of Haryana, published in 2010 (1) L.L.N. 831. Looking into the said judgment delivered by the Hon'ble supreme Court of India, it is noted by the Supreme Court of India in its judgment para -13 as under :

"13. We are conscious of the fact that an appointment on public post cannot be made in contravention of recruitment rules and constitutional scheme of employment. however, in view of the materials placed before the Labour Court and in this Court, we are satisfied that the said principle would not apply in the case on hand. As rightly pointed out, the appellant has not prayed for regularization but only for reinstatement with continuity of service for which he is legally entitled to. It is to be noted in the case of termination of casual employee what is required to be seen in whether a workman has completed 240 days in the preceding 12 months or not. If sufficient materials are shown that workman has completed 240 days then his service cannot be terminated without giving notice or compensation in lieu of it in terms of S. 25F. The High Court failed to appreciate that in the present case appellant has completed 240 days in the preceding 12 months and no notice or compensation in lieu of it was given to him, in such circumstances his termination was illegal."

14. In the case on the hand, it is proved by the documentary evidence by the Second Party concerned workman that, appellant has completed more than 240 days in the preceding 12 months and no notice or compensation

in lieu of it was given to her. It is settled law that the any workman is entitled to reinstate on the post only if she should have worked more then 240 days in preceding twelve months from the date of his retrenchment. Thus, now the question arise in the case on hand, that, when the termination of the services of Smt. Savitaben Naran is legal, and unjustified ? If not what relief the concerned workman is entitled to ? Looking into the matter, the Second Party concerned workman has cited the reported case to support his case i.e. P.V.K. Distillery Ltd. V/s. Mahendra Ram, reported in 2009, I, CLR 883. In the said reported case The Hon'ble Supreme Court of India has held that if the breach of the Sec. 25-F is proved by the appellant, then he is entitled to get 50% of the back wages. In the case on the hand, the breach of the Sec. 25-F is proved by the Second Party concerned workman, and hence, the legal hair of the concerned workman is entitled to get 50% of the back wages. The witness of the First Party Mr. Ashwinbhai Gunvantrai Bhatt has been examined vide Ex. 30, and has confessed in his cross examination that, they have not presented any proof in the case on hand that, the concerned workman was earning doing some work at any other place. Thus, the concerned workman was thoroughly unemployed during the retrenchment period. Here it should be noted that the, Second Party concerned workman has died on 18-09-2001. While she was retrenched from her services from 08-02-1990. In the case on hand the concerned workman has produced her last appointment order vide Ex. 59, and in the said office order it has been showed that the concerned workman had been appointed as a Chaprashi and her monthly salary has been indicated Rs. 815 per month. hence, the concerned workman is entitled to get Rs. 815 per month, and is entitled to reinstate on the post showed in the aforesaid office order. But, in the case on hand, the concerned workman was retrenched from her services on 08-02-1990 and she has died on 18-01-2001. Therefore it is clear that she is no more from 18-01-2001 and hence, she is not entitled to reinstate on the post, but, she is entitled to get compensation. Thus, second Party concerned workman's legal hair is entitled to get the compensation during the period from 08-02-90 to 18-09-2001. Thus, the reference on the hand is liable to grant partially. Therefore, this Tribunal passes the following order :

ORDER

1. The Reference made by Smt. Savitaben Naran is granted partially accordingly.

2. It is ordered to the First Party that the legal hair of the concerned workman Smt. Savitaben Naran, Mr. Bharat Naran is entitled to get 50% of the back wages as per the remuneration shown in the last appointment order, i.e. vide Ex. 59, for the period from 08-02-90 to 18-09-2001 within the 30 days of the publication of this award.

3. The First Party will pay Rs. 500 as a cost to Second Party concerned workman's legal hair Mr. Bharat Naran.

Bhavnagar

Dated : 28-6-2010

S. S. PANCHAL, Industrial Tribunal

नई दिल्ली, 23 जुलाई, 2010

का.आ. 2025.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ बिकानेर व जयपुर, मुजफ्फर नगर के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कानपुर के पंचाट (संदर्भ संख्या आई.डी.नं. 142/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-7-2010 को प्राप्त हुआ था।

[सं. एल-12012/298/88-आईआर(बी-1)]

जोहन टोपनो, अवर सचिव

New Delhi, the 23rd July, 2010

S.O. 2025.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. I.D. No. 142/99) as shown in the Annexure in the Industrial Dispute between the management of State Bank of Bikaner & Jaipur, Mujaffarnagar and their workman, received by the Central Government on 23-7-2010.

[No. L-12012/298/88-IR (B-I)]

JOHAN TOPNO, Under Secy.

ANNEXURE

BEFORE SRI RAM PARKASH, SJS PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, KANPUR

Industrial Dispute No. 142 of 99

BETWEEN

1. Sri Dinesh Kumar Bansal, son of Sri Ram Nath Bansal, 14/1B Nai Mandi, Mujaffarnagar.

2. Sri Ravinder Kumar, 72 Katra Mochian Lohiya Bazar Mujaffarnagar. (U.P.) -251002
AND

The Manager, State Bank of Bikaner & Jaipur, Mujaffarnagar.

AWARD

1. Central Government, MOL, New Delhi, vide notification No. L-12012/298/88-IR (B-I) dated 23/24-6-99, has referred the following dispute for adjudication to this Tribunal-

2. Whether the action of the management of State Bank of Bikaner & Jaipur, in termination the services of Sri Dinesh Kumar Bansal and Sri Ravinder Kumar and not giving them opportunity for re-employment is legal and justified? If not to what relief the said workmen are entitled?

3. Briefly stated facts of the case are that the opposite party as well as the workmen employed therein are governed by the provisions of Award of the All India Industrial

(Bank Disputes) known as the Sastry Award, the award of the National Industrial Tribunal (Bank Disputes) known as the Desai Award and Bipartite Settlement in the Banking Industry and the workmen therein have been classified into four groups viz. (a) Permanent, (b) Probationers, (c) Temporary and (d) Part-time Para 20.7 of the Bipartite Settlement dated 19-10-66 defines temporary employees which mean that temporary employee will mean a workman who has been appointed for a limited period for work which is of an essentially temporary nature or who is employed temporarily as an additional workmen in connection with a temporary increase in work of permanent nature and includes a workman other than a permanent workman who is appointed in a temporary vacancy caused by the absence of a particular permanent workman. It is further pleaded that the settlement in Para 20.8 provides that the period of temporary employment of a workman will be taken into account as part of his probationary period of the temporary workman if workman is selected to fill up the permanent vacancy. In order to avoid appointment of permanent hands, the bank started a practice of appointing temporary hands for doing work of a regular/permanent nature to deprive such workman from becoming regular employees of the bank and thereby depriving them benefits of the bank awards/settlements. Such appointments were made not exceeding 80 days in terms of the bank's head office instructions to the branches. The petitioners were also appointed in accordance with the said policy for doing the work of a permanent nature for the period of 80 days. Sri Dinesh Kumar Bansal was appointed for the period 21-11-83 to 8-2-84 and Sri Ravinder Kumar was appointed for the period from 21-3-83 to 8-6-83. The petitioners were not the juniors most when their services were terminated and the junior hands were allowed to continue. This action of the bank was in contravention of the mandatory provisions as contained under section 25G of the Act. It is stated that fresh hands were employed by the bank after terminating the services of the petitioners without giving them any information or intimation regarding the fresh recruitment and thus without affording them any opportunity for reemployment as required under section 25H of the Act. Thus the bank violated the mandatory provisions of section 25G and 25H of the Act read with 25-J and the relevant rules made thereunder. Further the provisions of the modified Sastry Award including para 20.7, 493, 495, 507, 516, 522 and 524 read with paras 22.7 and 20.6 of the First Bipartite Settlement were violated. It is therefore prayed that the action of the bank be declared as illegal and unjustified, mala fide and the petitioners are entitled to be reinstated in service with continuity and full back wages.

4. Opposite party has filed written objection. It is alleged that the reference is completely vague and give no clue as to what dispute between the parties is. The reference order does not specify the branch of the bank where the

workman concerned were employed or the date of termination of their service. It is stated that the dispute referred is highly belated. The workman had worked in the year 1983 and 1984 and the reference order has been sent in the year 1999. Further it is stated that in the year 1981 the GOI issued a notification No. F-dated 16-8-90 that one time opportunity be given to all the temporary employees all over India who had put in minimum of 90 days service to be absorbed in the bank through common test for selection. Any employee who had put in 90 or more number of days with the bank had a right to avail this opportunity. Those who had not availed this opportunity and those who were not qualified to be considered cannot claim reemployment or to be absorbed in the bank. For the administrative convenience, appointment and termination of services are basically governed by the head office of the bank at Jaipur monitored by its zones but the temporary employment of some people as and when required is made by the branch concerned at the branch level and the termination is also done from the same branch. Temporary employment is created and appointed on exigencies of work in accordance with the Sastry Award, Desai Award and the All India Settlement with the bank. It is also alleged that the petitioners are gainfully employed in M/s U.P. Tractor Industrial Area Beghrajpur District Mujaffarnagar and are earning 13000 per month as salary.

5. It is prayed that the claim is not maintainable. It is liable to be rejected.

6. Claimants have filed the rejoinder. It is stated that the reference is not vague. They have cleared that the claimants were working at Mujaffarnagar branch of the bank. It is also stated that as per reference power has been given to the tribunal to decide whether the termination of the services of the petitioner has been made and if yes from what date it was effected. It is also stated that the petitioners had raised the industrial dispute some time by the end of 1987 and thereafter the matter was pending with the MOL. It is stated that the petitioners were never informed about the fresh appointments made by the bank. The notification referred in the written statement has no application in the facts and circumstances of the case. Other aversion of the written statement has been denied aversions of the statement of claim have been reiterated.

7. Another rejoinder has been filed contradicting the allegations of the opposite party that the claimants are gainfully employed.

8. Both the parties have filed their evidences. Claimant has filed documentary as well as oral evidence. In documentary evidence they have filed 12 documents which are photo state copies.

9. Claimant has adduced in oral evidence two witnesses. W.W.1 is Sri Dinesh Kumar Bansal one of the claimant and W.W.2 Sri Ravinder Kumar, he is also the claimant.

10. Opposite party has adduced on Sri Vinod Kumar Virman. But he stated only two lines in evidence and did not appear later on so management could not take any advantage from the evidence of M.W.1. Management has also produced one witness Sri Ram Prasad Manager. This witness has also been numbered as M.W.1.

11. I have perused and examined the whole evidence and circumstances of the case and heard at length the authorized representative for the claimant but authorized representative for the opposite party did not appear though sufficient opportunity was afforded to him.

12. It is an admitted fact that both the claimants Sri Dinesh Kumar Bansal and Sri Ravinder Kumar have been engaged or employed by the opposite party. Sri Bansal was engaged for the post of clerk cum cashier on 21-11-83. He stated that before recruitment the manager has interviewed him and was put to test and he worked till 8-2-84. Sri Ravinder Kumar stated that he was employed on 21-3-83 as Assistant cum Cashier and worked there till 8-6-83 at the Mujaffarnagar Branch of the Bank and he was also interviewed and put to test. The contention of the opposite party bank that they were not employed on a permanent post or they were not given any appointment letter or termination letter in the light of the provisions of the Industrial Disputes Act. Legislature has granted certain rights to the workers or employees. It does not make any distinction between casual labour temporary or permanent. Therefore, in the given circumstances question arises whether there was a retrenchment of the workmen or not. The workmen have worked for about 80 days. Retrenchment is defined under Section 2 (oo) of the Act. It means the termination by the employer of the services of a workman for any reason whatsoever, otherwise than as punishment inflicted by way of disciplinary action, but does not include —

(a).....

(b).....

(bb) termination of the service of the workman as a result of the non renewal of the contract of employment between the employer and the workmen concerned on its expiry or of such contract being terminated under a stipulation on that behalf contained therein.

(c).....

13. Now it is the contention of the authorised Representative for the workmen that the provisions 2 (oo) (bb) are not applicable in this case as this provision was inserted by the Act of amendment with effect from 18-8-84 and both the claimants had been working before that. I fully agree with the contention. This has been held by the Hon'ble High Court Allahabad in a decision-

1997 (76) Oriental Bank of Commerce & Union of India and others.

13. I have gone through the pleadings of the opposite party. Claimants have made it clear in their rejoinder that they were working at Mujaffarnagar Branch. Opposite party has made an amendment in their written statement regarding the employment of the claimants, but they did not make it clear on the point of employment and engagement of the claimants M.W. 1 has not denied in his statement that the claimants have not worked in their branch. Claimants have also specifically stated in their pleadings and evidence that the post on which they were employed was of a permanent nature and the work was also of permanent nature. I have given due thought to the evidence in this respect also. From the evidence it appears that the post on which the claimants were engaged and the work for which they were engaged was of permanent nature.

14. Therefore, from the evidence it has been found that it amounts to retrenchment of the workman.

15. Once it has been found that the retrenchment has been made then the legislature has casted a duty upon the employer, which binds them to follow the mandatory provisions of Section 25H and the rules made therein say rule 77 and 78. Claimant has specifically stated in their pleadings in paragraph 6 and 9 of their statement of claim. They stated that in order to avoid appointment of permanent hands the bank started a practice of appointing temporary hands for doing the work of a regular nature to deprive such workman from becoming regular employee of the bank and thereby depriving them benefits of bank awards/settlement. Such appointments were being made not exceeding 80 days. It is also stated that fresh hands were employed by the bank after termination of their services without any information or without giving them an opportunity of reemployment.

16. It is contended by the authorized representative for the claimants that the opposite party has given parawise reply but knowingly or for the reasons known to them they avoided to give specific reply of para 6 and 9 of the statement of claim. I agree with the contention.

17. Claimants have also clarified this point in their statement. It is stated by W.W.1 that Sri Ashok Kumar Jain and Anil Kumar who were junior to him are still working after the termination of W.W.1. It is stated that Shyam Singh and Mukesh Kumar have been recruited by the bank. He specifically stated that he has not been informed about new recruitment either by the bank or by the selection board.

18. In this respect the statement of M.W.1 is very material. First of all he admitted that he was employed at this branch at Mujaffarnagar on 14-5-07. He does not know what type of work was being taken from the claimants.

19. At one time in his cross he stated that the bank has not made any recruitment after the termination of the services of these claimants but his statement does not appear to be true because later on he himself admitted that Sri Rakesh Kumar, Shyam Singh, Mukesh Garg and Mahipal Singh has been recruited by the recruitment board. I would like to say that the opposite party is not coming with clean hands. They were having all the concerned relevant record with them. Some times in the reply they stated that no new recruitment was made, some time they took the shelter of notification of GOI dated 16-10-90, stating that one time opportunity was given to all the temporary employees who had put in a minimum of 90 days service. I think that this notification does not give any support to the opposite party because according to them they have given opportunity to only those person who have put in 90 days or more. But the provision of the Act does not make any distinction that had put in 80 or 90 days service. It was contended by the claimant that the opposite party was adopting unfair labour practice by engaging the claimant only for 80 days. I agree with the contention. Therefore, under the facts this notification is not applicable under the given circumstances. This also shows the intention of the opposite party that they were not intending to give any opportunity to the claimants.

20. Rule 77 of ID (Central) Rule, 1957, provide and bind the employer to maintain list of seniority list of workmen.

21. Rule 78 also binds the employer. It provides.

(a) At least 10 days before the date on which vacancies are to be filled, the employer shall arrange for the display on a notice board in a conspicuous place in the premises of the establishment and shall also give intimation of those vacancies by registered post to every one of all the retrenched workman eligible to be considered there for, to the address given by them at the time of retrenchment.

(b) It is also mandatory for the employer to comply sub rule (2) of rule 78.

22. Both the claimants have specifically stated on oath that the opposite party has not given any information by post or otherwise. M.W.1 has also not stated in his evidence that they have prepared a list of retrenched workmen as per Rule 77. He has also not mentioned that the provision of Rule 78 have been complied with, whereas he has specifically admitted that Sri Rakesh Kumar and others have been employed by the Selection Board. Complainants have filed certain photo copies of employment of Sri Rakesh Kumar, which is paper no.22/7, paper no. 22/8 of Sri Anil Kumar mentioning that he had been a temporary clerk for 80 days with effect from 15-12-83 to 3-3-84, paper no.22/9 is of the opposite party bank mentioning that Sri Mukesh Kumar worked in this

branch as temporary clerk-cum-cashier for a period of 80 days from 26-9-83 to 14-12-83. M.W.1 admitted in evidence that Mukesh Kumar has been appointed by the selection board. Paper No.22/10 is a certificate of the opposite party bank stating that Sri Narain Bhushan Shetty had worked in the branch from 14-11-83 to 1-2-84 as clerk-cum-cashier. Paper No. 22/11 is of the opposite party bank stating that Kumar Arun Lata Verma had worked as temporary clerk from 22-8-83 to 9-11-83 for 80 days. Similar is the paper No.22/11 regarding Ashok Kumar Jain who had worked as a clerk in the year 1984 and paper No. 22/13 is in respect to the claimant Sri Dinesh Kumar Bansal of the opposite party and paper No. 22/14 is the certificate in respect to the claimant Sri Ravinder Kumar that they have worked in the branch of the opposite party bank. It is true that the original records had been in the custody of the opposite party bank and they could have easily filed them before the court. It also shows that the opposite party was in the habit of engaging of clerk-cum-cashier on the temporary basis mostly for 80 days, which shows that work with the opposite party bank was of regular nature and it was not on due to exigency or on contract basis.

23. Claimants have also placed reliance on a decision 1987 Lab IC 1361 [Guj. High Court] Gujarat State Machine Tools Corporation versus Deepak J. Desai. It was held that failure to give registered notice, as contemplated which was admittedly not done, is fatal to the management.

24. It was contended by the representative for the opposite party bank in WS that there is a huge delay in raising the present dispute, therefore, reference is liable to be rejected.

25. The authorized representative for the claimants to meet out the point of delay in raising the instant dispute have filed paper No. 22/3 and 22/4 which are the photocopies of notices sent by the Assistant Labour Commissioner (C) paper No. 22/5 is a letter dated 28-7-87 written by claimant Sri Ravinder Kumar to the ALC with request to dispose of the matter at the earliest paper No. 22/6 in the shape of photocopy which is notice of ALC sent on 9-2-88. Originals of all the above documents are in the possession of the opposite party management, but they did not prefer to file the same before the tribunal either deliberately or otherwise. It is thus very much clear from the record of the case that the intention of the opposite party bank was not at all fair and they have deliberately withheld the same with oblique motive, therefore, it can safely be concluded that the management bank indulged themselves in an unfair labour practice.

26. On the point of delay claimants have placed reliance upon a decision of Hon'ble Apex Court [1999 (82) FLR 137] between Ajayab Singh & Sirhind Cooperative Marketing-cum-Processing-cum-Service Society.

27. The Hon'ble Apex Court held regarding provision of Section 10 and Limitation Act 1963 Schedule Article 137

on the point of delay—held relief under Act 1947 cannot be denied to the workmen merely on the ground of delay—Plea of delay if raised, it is to be proved by showing the real prejudice—no reference can generally be questioned on the ground delay alone—Article 137 is not applicable to proceedings under Act 1947. In this case the Hon'ble Apex Court has held that on account of the admitted delay the labour court ought to have appropriately molded the relief by denying workman some part of the back wages.

so placed reliance on 1994 (68) FLR 777 All India High Court in between the Chief General Manager SBI Lucknow and B. C. Verma. In this decision the Hon'ble High Court held that in I.D. Act under Section 10 (5) (1)—no time limit has been provided—rather it provides that the reference can be made at any time and both the Sections 10 (5) and 10 (1) has to be read cum-jointly.

29. Therefore, the considering the facts and circumstances of the case I find that though there is some delay in raising the instant dispute but on this ground reference cannot be rejected or dismissed if, otherwise maintainable.

30. Opposite party has alleged in their written statement that both the claimants are gainfully employed in M/s U. P. Tractors Industrial Area Meghrajpur, District Mujaffarnagar and are earning Rs. 13000, 14000 per month. Claimants have denied this allegation. They have separately filed a detailed affidavit. Affidavit of Sri Bansal is dated 18-5-05 paper No.40/1-2. He stated on oath that U. P. Tractor concern is completely unknown to him and he is not employed anywhere. Similarly Sri Ravindra Kumar has also filed an affidavit paper No. 40/3-40/4. now the burden shifts on the opposite party to prove. When he was put a question in his cross examination on this point he stated that he does not know where the claimant Ravinder Kumar is working. But he said that Sri Bansal is working in U.P. Tractors whereas the claimant has specifically denied. In this situation it was more convenient for the opposite party to adduce some more relevant and cogent evidence, because it was in the personal knowledge of M.W.1. He could have procured documentary evidence in this regard. Therefore the version on this point of M.W.1 does not appear to be believable.

31. Evidence adduced by W.W.1 and W.W.2 who stated on oath appears to be believable. There does not appear any reason to discard their evidence.

32. It has been found that after terminating the employment of workmen, employment has been given by the opposite party. They have not followed the mandatory rule 78. They were under legal obligation to give notice to the workmen. Rule 78 does not create any distinction between temporary employment and permanent employment. Thus the opposite party has committed breach of Section 25H of the Act. Therefore the action of

the opposite party in not giving the workmen opportunity of re-employment is not just and legal.

33. Therefore, the reference is decided in favour of the workmen and against the opposite party bank. As such the claimants are entitled to be reinstated in service.

34. The matter is of the year 1983-84. It is long-long back. I have given due thought on the point of back wages as to whether in the given circumstances and facts of the case a burden should be cast on public exchequer. I have also respectfully considered the decision of the Hon'ble Supreme Court i.e. Ajayab Singh (supra). Therefore in the given circumstances the claimants are not entitled for any back wages.

35. Accordingly reference decided in favour of the claimants and against the opposite party bank.

Dated: 15-7-2010

RAM PARKASH, Presiding Officer

नई दिल्ली, 23 जुलाई, 2010

का.आ. 2026.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डिविजनल रेलवे मैनेजर, वेस्टर्न रेलवे, रतलाम के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जयपुर के पंचाट (संदर्भ संख्या 11/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-7-2010 को प्राप्त हुआ था।

[सं. एल-41012/29/2006-आईआर(बी-1)]

जोहन टोपनो, अवर सचिव

New Delhi, the 23rd July, 2010

S.O . 2026.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (I.D. No. 11/2007) of the Central Government Industrial Tribunal/Labour Court) Jaipur now as shown in the Annexure in the industrial dispute between the management of Divisional Railway Manager, Western Railway, Ratlam (MP). and their workman, received by the Central Government on 23-7-2010.

[No. L-41012/29/2006-IR (B-I)]

JOHAN TOPNO, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT JAIPUR

PRESENT

N. K. PUROHIT, Presiding Officer

I.D. 11/07

Reference No. L-41012/29/2006-IR (B-I)

dated : 25-1-2007

Shri Makan K. Purva, Cabin Man,
Shambhupura Station,
House No. S & T 30C,
Shambhupura Railway Colony,
Post - Shambhupura
Distt. Chittorgarh (Rajasthan)

V/s

The Divisional Railway Manager,
Western Railway, Ratlam,
Ratlam, (M.P.)

AWARD

29-6-2010

1. The Central Government in exercise of the powers conferred under clause (d) of sub-section 1 & 2 (A) of Section 10 of the Industrial Disputes Act, 1947 has referred the following industrial dispute to this tribunal for adjudication which is as under:—

“Whether action taken by the Western Railway Administration to terminate the services of Shri Makan K. Cabinman, Shambhupura Distt. Chittorgarh w.e.f. 15-12-2005 is legal and justified? If not, what relief the applicant is entitled to and from which date?”

2. Pursuant to the receipt of the reference the registered notices were issued to both the parties. It appears from the record that the representative on behalf of the non-applicant put his appearance before the tribunal on 19-5-2010, but despite personal service of the registered notice on the applicant Makan, he has not appeared before the tribunal to file his claim statement.

3. In the above factual backdrop no matter could be placed before the Tribunal to adjudicate the reference on its merit. It appears that the claimant is not willing to contest the case. Thus, under these circumstances “No Claim Award” is passed in this matter.

4. Award as above.

N. K. PUROHIT, Presiding Officer

नई दिल्ली, 23 जुलाई, 2010

का.आ. 2027.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ मैसूर के प्रबंधन के संबंध में नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, बंगलौर के पंचाट (संदर्भ संख्या सी.आर. 8/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-7-2010 को प्राप्त हुआ था।

[सं. एल-12012/140/2006-आईआर(बी-1)]

जोहन टोपनो, अवर सचिव

New Delhi, the 23rd July, 2010

S.O. 2027.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (No. C. R. No. 8/2007) of the Central Government Industrial Tribunal/Labour Court, Bangalore as shown in the Annexure in the Industrial Dispute between the management of State Bank of Mysore and their workman, which was received by the Central Government on 23-7-2010.

[No. L-12012/140/2006-IR (B-I)]

JOHAN TOPNO, Under Secy.

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
"SHRAMSADAN"
III MAIN, III CROSS, II PHASE, TUMKUR ROAD,
YESHWANTHPUR
BANGALORE - 560022**

Dated : 7th July, 2010

PRESENT : Shri S. N. NAVALGUND, Presiding Officer

C. R. No. 08/2007

I Party

The General Secretary,
State Bank of Mysore Employees Association,
No. 641, 22nd Main,
4th, T Block, Jayanagar,
Bangalore - 560041

II Party

The Dy. General Manager,
State Bank of Mysore,
Regional Office,
Hassan,
Karnataka

AWARD

1. The Central Government by exercising the powers conferred by Clause (d) of sub-section (1) and sub-section 2A of Section 10 of the Industrial Disputes Act 1947 (14 of 1947) has referred this dispute vide Order No. L-12012/140/2006-IR (B-I) dated 1-2-2007 for adjudication on the following schedule:

SCHEDULE

"Whether the management of State Bank of Mysore in imposing the alleged punishment of "BE WARNED" on the workman Shri C. B. Prabhudeva is legal and justified? If not, to what relief the workman is entitled?"

2. Pursuant to the notice issued by this tribunal, both the parties entered their appearance through their

respective advocates and on 13-4-2007 the first party filed the claim statement. Thereafter, my learned Predecessor after giving several opportunities to the Second party to file the Counter ultimately taking that Second Party has no Counter to file, posted the case for evidence of first party and accordingly the first party filed his affidavit in lieu of his evidence on 9-2-2010. On the same day i.e. on 9-2-2010, the counsel for the second party filed an application to recall the order dated 20-3-2008 and to permit him to file the Counter Statement and the same was allowed and counter statement was taken on record. Then the first party produced the following documents and requested to permit him to give evidence to get them marked :

1. The charge sheet dated 1-8-2002
2. The letter dated 4-8-2002 seeking time to reply charge sheet
3. Letter of the enquiry constituted by the second party dated 4-8-2002
4. Daily order sheet dated 12-3-2002
5. Written brief of the Presenting Officer
6. Written brief dated 23-5-2003 of the first party
7. Show cause notice dated 14-10-2003
8. Reply to show cause notice dated 2-11-2003
9. Findings of Enquiry Officer dated 19-6-2003
10. Letter dated 13-12-2003 of the Enquiry Officer to reopen the enquiry
11. Daily Order sheet dated 13-12-2003
12. Written brief of the Presenting Officer
13. Written brief dated 28-1-2004
14. Findings of enquiry officer dated 23-2-2004
15. Show cause notice dated 6-3-2004
16. Reply to show cause notice dated 28-3-2004
17. Orders dated 17-5-2004
18. Appeal Memorandum dated 20-6-2004
19. Letter to the Appellate Authority dated 8-6-2005
20. Orders of the Appellate Authority dated 15-6-2005
21. Appreciation letter for mobilising deposits (2 in Nos).

3. Since the counsel for the Second Party submitted that he has no objection to mark those documents and to receive them in evidence on 25-5-2010, the said 21 documents were marked as Ex. W1 to W21 respectively. On 25-5-2010, since the representative of the first party filed a memo conceding the fairness of the enquiry with a request

the opposite party in not giving the workmen opportunity of re-employment is not just and legal.

33. Therefore, the reference is decided in favour of the workmen and against the opposite party bank. As such the claimants are entitled to be reinstated in service.

34. The matter is of the year 1983-84. It is long-long back. I have given due thought on the point of back wages as to whether in the given circumstances and facts of the case a burden should be caste on public exchequer. I have also respectfully considered the decision of the Hon'ble Supreme Court i.e. Ajayab Singh (supra). Therefore in the given circumstances the claimants are not entitled for any back wages.

35. Accordingly reference decided in favour of the claimants and against the opposite party bank.

Dated: 15-7-2010

RAM PARKASH, Presiding Officer

नई दिल्ली, 23 जुलाई, 2010

का.आ. 2026.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दिविजनल रेलवे मैनेजर, वैस्टर्न रेलवे, रतलाम के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, जयपुर के पंचाट (संदर्भ संख्या 11/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-7-2010 को प्राप्त हुआ था।

[सं. एल-41012/29/2006-आईआर(बी-1)]

जोहन टोपनो, अवर सचिव

New Delhi, the 23rd July, 2010

S.O . 2026.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (I.D. No. 11/2007) of the Central Government Industrial Tribunal/Labour Court) Jaipur now as shown in the Annexure in the industrial dispute between the management of Divisional Railway Manager, Western Railway, Ratlam (MP). and their workman, received by the Central Government on 23-7-2010.

[No. L-41012/29/2006-IR (B-I)]

JOHAN TOPNO, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT JAIPUR

PRESENT

N. K. PUROHIT, Presiding Officer

I.D. 11/07

Reference No. L-41012/29/2006-IR (B-I)

dated : 25-1-2007

Shri Makan K. Purva, Cabin Man,
Shambhupura Station,
House No. S & T 30C,
Shambhupura Railway Colony,
Post - Shambhupura
Distt. Chittorgarh (Rajasthan)

V/s

The Divisional Railway Manager,
Western Railway, Ratlam,
Ratlam, (M.P.)

AWARD

29-6-2010

1. The Central Government in exercise of the powers conferred under clause (d) of sub-section 1 & 2 (A) of Section 10 of the Industrial Disputes Act, 1947 has referred the following industrial dispute to this tribunal for adjudication which is as under:—

“Whether action taken by the Western Railway Administration to terminate the services of Shri Makan K. Cabinman, Shambhupura Distt. Chittorgarh w.e.f. 15-12-2005 is legal and justified? If not, what relief the applicant is entitled to and from which date?”

2. Pursuant to the receipt of the reference the registered notices were issued to both the parties. It appears from the record that the representative on behalf of the non-applicant put his appearance before the tribunal on 19-5-2010, but despite personal service of the registered notice on the applicant Makan, he has not appeared before the tribunal to file his claim statement.

3. In the above factual backdrop no matter could be placed before the Tribunal to adjudicate the reference on its merit. It appears that the claimant is not willing to contest the case. Thus, under these circumstances “No Claim Award” is passed in this matter.

4. Award as above.

N. K. PUROHIT, Presiding Officer

नई दिल्ली, 23 जुलाई, 2010

का.आ. 2027.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक ऑफ मैसूर के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, बंगलौर के पंचाट (संदर्भ संख्या सी.आर. 8/2007) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-7-2010 को प्राप्त हुआ था।

[सं. एल-12012/140/2006-आईआर(बी-1)]

जोहन टोपनो, अवर सचिव

New Delhi, the 23rd July, 2010

S.O. 2027.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (No. C. R. No. 8/2007) of the Central Government Industrial Tribunal/Labour Court, Bangalore as shown in the Annexure in the Industrial Dispute between the management of State Bank of Mysore and their workman, which was received by the Central Government on 23-7-2010.

[No. L-12012/140/2006-IR (B-I)]

JOHAN TOPNO, Under Secy.

ANNEXURE

**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT,
"SHRAMSADAN"**

**III MAIN, III CROSS, II PHASE, TUMKUR ROAD,
YESHWANTHPUR
BANGALORE - 560022**

Dated : 7th July, 2010

PRESENT : Shri S. N. NAVALGUND, Presiding Officer

C. R. No. 08/2007

I Party

The General Secretary,
State Bank of Mysore Employees Association,
No. 641, 22nd Main,
4th, T Block, Jayanagar,
Bangalore - 560041

II Party

The Dy. General Manager,
State Bank of Mysore,
Regional Office,
Hassan,
Karnataka

AWARD

1. The Central Government by exercising the powers conferred by Clause (d) of sub-section (1) and sub-section 2A of Section 10 of the Industrial Disputes Act 1947 (14 of 1947) has referred this dispute vide Order No. L-12012/140/2006-IR (B-I) dated 1-2-2007 for adjudication on the following schedule:

SCHEDULE

"Whether the management of State Bank of Mysore in imposing the alleged punishment of "BE WARNED" on the workman Shri C. B. Prabhudeva is legal and justified? If not, to what relief the workman is entitled?"

2. Pursuant to the notice issued by this tribunal, both the parties entered their appearance through their

respective advocates and on 13-4-2007 the first party filed the claim statement. Thereafter, my learned Predecessor after giving several opportunities to the Second party to file the Counter ultimately taking that Second Party has no Counter to file, posted the case for evidence of first party and accordingly the first party filed his affidavit in lieu of his evidence on 9-2-2010. On the same day i.e. on 9-2-2010, the counsel for the second party filed an application to recall the order dated 20-3-2008 and to permit him to file the Counter Statement and the same was allowed and counter statement was taken on record. Then the first party produced the following documents and requested to permit him to give evidence to get them marked :

1. The charge sheet dated 1-8-2002
2. The letter dated 4-8-2002 seeking time to reply charge sheet
3. Letter of the enquiry constituted by the second party dated 4-8-2002
4. Daily order sheet dated 12-3-2002
5. Written brief of the Presenting Officer
6. Written brief dated 23-5-2003 of the first party
7. Show cause notice dated 14-10-2003
8. Reply to show cause notice dated 2-11-2003
9. Findings of Enquiry Officer dated 19-6-2003
10. Letter dated 13-12-2003 of the Enquiry Officer to reopen the enquiry
11. Daily Order sheet dated 13-12-2003
12. Written brief of the Presenting Officer
13. Written brief dated 28-1-2004
14. Findings of enquiry officer dated 23-2-2004
15. Show cause notice dated 6-3-2004
16. Reply to show cause notice dated 28-3-2004
17. Orders dated 17-5-2004
18. Appeal Memorandum dated 20-6-2004
19. Letter to the Appellate Authority dated 8-6-2005
20. Orders of the Appellate Authority dated 15-6-2005
21. Appreciation letter for mobilising deposits (2 in Nos).

3. Since the counsel for the Second Party submitted that he has no objection to mark those documents and to receive them in evidence on 25-5-2010, the said 21 documents were marked as Ex. W1 to W21 respectively. On 25-5-2010, since the representative of the first party filed a memo conceding the fairness of the enquiry with a request

to post the case for arguments on victimization, dispensing with the Preliminary Issue regarding the enquiry as agreed by the learned advocate appearing for the Second Party, the matter was posted for arguments on 10-6-2010 and on that the Union Representative filed a written arguments and counsel for the second party addressed his oral arguments.

4. It is borne out from the records, the claim statement and the counter statement filed by the parties, the first party was working at Chickmagalur Branch of the Second Party and pursuant to a complaint filed by his co-worker, Smt. Kanthamani, a charge sheet was served on the first party that on 30-8-2001 around 11.45 AM while going towards the table where Smt. Kanthamani, Clerk was working and was talking to a customer Miss. P Mani shouted at her using abusive language in Kannada

ಅಮಗ... ಹೇಳುವುದು... ಹೇಳುವುದು...
ಇಲ್ಲವೇ?... ಸ್ವಲ್ಪವೇ... ತೇ... ಕೆನಿ...
ನಗ್ಗ... ಈ... ಕುಂಟ... ಕುಂಟ...
ಅತ್ತಾ... ಇವಳು... ಯಾ... ಗತಿ...
ಇಲ್ಲಿ...

and thereby maligned the image of Smt. Kanthamani and put her to humiliation, insult and personal dignity and after collecting his denial reply the disciplinary authority appointed Shri M.R. Bhima Rao, Manager, as Presenting Officer and Shri S Shirdish, Chief Manager, SBM as Enquiry Officer. The enquiry officer after recording the statements of the complainant Smt. Kanthamani and other, considering the evidence brought before him, by his report dated 19-6-2003 held that on 30-8-2001 there was some exchange of words between the first party and Smt. Kanthamani but the actual words uttered by Shri C.B. Prabhudeva/first party could not be ascertained, hence according to him the charge is partly proved. The Disciplinary Authority while sending the copy of this report issued a show cause notice to the first party to show cause as to why his one increment w.e.f. 1-4-04 for one year without cumulative effect be imposed against him. After the first party gave reply to the said show cause notice considering his objection/explanation, the disciplinary authority directed the enquiry officer to reopen the enquiry and to make-re-enquiry. Then the enquiry officer after receiving the written briefs of both the sides submitted his findings to the effect that the charge has not been proved. Then again the Disciplinary Authority while sending the copy of this enquiry findings served a show cause notice on the first party why punishment of reduction of one increment w.e.f. 1-4-2004 for one year without cumulative effect be imposed. After the first party submitted his reply to the said show cause notice the Disciplinary Authority ordered the punishment of 'Be Warned' by order dated 17-5-2004. Then this order imposing punishment of 'Be Warned' was challenged by the first party before the Appellate Authority and the appellate authority by order dated 15-6-2005 confirmed the order of punishment observing that the first party has not brought out any new points in his appeal. Aggrieved by the said order the first party raised the dispute before the conciliation officer and as it failed, the present reference came to be made by the Central Government.

5. From the facts narrated above, the points that arise my consideration is "Whether the Disciplinary Authority is justified in imposing the impugned punishment of 'Be Warned', when the enquiry findings was in the 'Negative' " as to the charge levelled against the first party?

6. On reappraisal of the material brought before the Enquiry Officer, his report and the impugned order of punishment passed by the Disciplinary authority in the light of the arguments submitted before me, my finding on the above point is in the 'Negative' and the punishment imposed against the first party deserves to be set aside.

7. The enquiry officer who in the first instance gave a finding to the effect that on the day of alleged incident i.e. on 30-8-2001, there was exchange of words between Shri C.B. Prabhudeva/first party and Smt. Kanthamani complainant but the actual words uttered by the first party being not ascertainable the said charge is partly proved. Later when he was directed to hold re-enquiry, having regard to the evidence of complainant and her two friends and also the Manager and the other staff members, came to the conclusion that the charge has not been proved. The Disciplinary Authority under the impugned order without reversing the finding of the enquiry officer baldly stating in his order 'taking into consideration the circumstances under which the incident occurred, the age of the employee and his total service in the bank and the employee has also expressed his regret to the Chair Person, Committee for prevention of sexual harassment against women vide his letter dated 16-1-02, I am taking a lenient view and reduce the proposed punishment to warning and accordingly I order the punishment of "Be Warned" in terms of memorandum of settlement on disciplinary action procedure for workmen dated 10-4-2002".

8. When the enquiry officer has unequivocally arrived at a conclusion that the charge has not been proved, the disciplinary authority in the absence of reversing that finding passing the impugned order 'Be Warned' against the punishment proposed for reduction of one increment is unreasonable and unwarranted. Only because the first party who was admittedly senior to the complainant, Smt. Kanthamai asked her not to disturb the bank working keeping talking with her friends, it cannot be said by any stretch of imagination that he had any intention of insulting or humiliating her in the public view. Moreover, the branch manager who was very much present in the bank premises did not support the allegations/charge made against the first party, there was no reason for the Disciplinary Authority to impose the impugned punishment of 'Be Warned'. Therefore, I arrived at the conclusion that the said punishment deserves to be set aside and the first party is entitled for exoneration from the charge leveled against him. Having regard to the impugned action of the Management/Disciplinary Authority imposing punishment of 'Be Warned' when the findings on charges was in the

'Negative' and dragging the first party for this dispute I feel it appropriate to saddle the management with costs of Rs. 2000. In the result, I pass the following Award

AWARD

The reference is allowed and the action of the management, State Bank of Mysore in imposing the alleged punishment of 'Be Warned' on the workman, Shri C. B. Prabhudeva/the first party is held as illegal and unjustified and the workman is exonerated from the charge leveled against him. Under the circumstances, the second party management is directed to pay cost of Rs. 2000 to the first party.

(Dictated to PA transcribed by her corrected and signed by me on 7th July, 2010)

S. N. NAVALGUND, Presiding Officer

नई दिल्ली, 23 जुलाई, 2010

का.आ. 2028.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दी बैंक ऑफ राजस्थान लिमिटेड, जोधपुर के प्रबंधन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण एवं श्रम न्यायालय, जोधपुर के पंचाट (संदर्भ संख्या 2/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 23-7-2010 को प्राप्त हुआ था।

[सं. एल-12012/419/2001-आईआर(बी-1)]

जोहन तोपनो, अवर सचिव

New Delhi, the 23rd July, 2010

S.O. 2028.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. I.D. No.2/2002) as shown in the Annexure, in the Industrial Dispute between the management of The Bank of Rajasthan Limited, Jodhpur and their workman, which was received by the Central Government on 23-7-2010.

[No. L-12012/419/2001-IR (B-I)]

JOHAN TOPNO, Under Secy.

अनुबन्ध

औद्योगिक विवाद अधिकरण एवं श्रम न्यायालय, जोधपुर
पीठासीन अधिकारी:—श्री एच. आर. नागौरी, आर. एच. जे. एस.
औद्योगिक विवाद संख्या:— 2 सन् 2002

श्री अरूण कुमार फाल्के द्वारा ललित शर्मा प्रदेशाध्यक्ष राजस्थान
(स्टेट) बैंक वर्क्स आरगेनाइजेशन पाली, मारवाड़ (राज.)

... प्रार्थी

खनाम

सहायक महाप्रबन्धक, दी बैंक ऑफ राजस्थान लि. क्षेत्रीय कार्यालय,
चौपासनी रोड़, जोधपुर।

... अप्रार्थी

उपस्थित :—

(1) प्रार्थी स्वयं उपस्थित

(2) अप्रार्थीगण की ओर से श्री आलोक फतेहपुरीया प्रतिनिधी
उपस्थित

अधिनिर्णय

दिनांक: 4-1-2010

1. भारत सरकार के श्रम मंत्रालय के डेस्क अधिकारी ने अपनी अधिसूचना क्रमांक एल. 12012/419/2001-आईआर (बी-1) दिनांक 22 जनवरी, 2004 के द्वारा निम्न विवाद अधिनिर्णय हेतु इस न्यायालय को प्रेषित किया है :—

“क्या प्रार्थी श्रमिक श्री अरूण कुमार फाल्के लिपिक/रोकड़िया को उसके नियोजक सहायक महाप्रबन्धक दी बैंक ऑफ राजस्थान लि. क्षेत्रीय कार्यालय, जोधपुर द्वारा दण्डादेश दिनांक 25-1-2001 एवं दिनांक 31-1-2001 द्वारा मूल वेतन को दो स्टेज निम्न किये जाने एवं प्रधान रोकड़िया “ए” श्रेणी के पद से स्थायी रूप से पदावत किये जाने का दण्ड दिया जाना उचित एवं वैध है? यदि नहीं, तो श्रमिक अपने नियोजक से क्या राहत पाने का अधिकारी है?”

2. प्रार्थी ने अपने मांग-पत्र में यह उल्लेख किया है कि अप्रार्थी नियोजक द्वारा अनुचित एवं अवैधानिक रूप से जाँच कार्यवाही कर प्रार्थी को केन्द्रीय श्रम मंत्रालय भारत सरकार, अजमेर के समक्ष प्रस्तुत किया गया जिस पर सुलह अधिकारी द्वारा सुलह वार्ता आयोजित कर समझौता करवाने का अथक प्रयास किया किन्तु वार्ता विफल हुई तथा असफल वार्ता प्रतिवेदन भारत सरकार के श्रम मंत्रालय को प्रेषित कर दी गई।

3. प्रार्थी ने आगे मांग-पत्र में यह उल्लेखित किया है कि अप्रार्थी द्वारा एक आरोप-पत्र दिनांक 12-3-96 एवं पूरक आरोप-पत्र दिनांक 8-8-1996 प्रार्थी को दिया गया जिसका समुचित स्पष्टीकरण प्रार्थी द्वारा प्रस्तुत किय गया था किन्तु अप्रार्थी ने प्रार्थी द्वारा प्रस्तुत स्पष्टीकरण को बिना किसी विधिक कारण के असंतोषजनक मानते हुए प्रार्थी के विरुद्ध जाँच कार्यवाही प्रारम्भ की गई। अप्रार्थी ने आरोप-पत्र जानबुझकर राजभाषा अधिनियम का उल्लंघन कर अंग्रेजी भाषा में जारी किया जिससे प्रार्थी को आरोप-पत्र समझने एवं आरोप-पत्र का उत्तर देने में अत्यधिक कठिनाई का सामना करना पड़ा व प्रार्थी के हितों पर प्रतिकूल प्रभाव पड़ा। अप्रार्थी द्वारा जाँच कार्यवाही भी अंग्रेजी में कर प्रार्थी को बचाव के समस्त अवसरों को समाप्त किया गया। प्रार्थी ने उल्लेख किया है कि आरोप-पत्र में लिखी भाषा के अवलोकन से ही यह स्पष्ट प्रमाणित है कि आरोप-पत्र में ही प्रार्थी को बिना किसी जाँच किये दोषी करार दिया गया जिससे यह स्पष्ट है कि अप्रार्थी एवं अनुशासनिक अधिकारी प्रार्थी से जांच प्रारम्भ किये जाने से पूर्व ही दुराग्रह से प्रसित थे। अप्रार्थी ने जाँच कार्यवाही प्रारम्भ करने से पूर्व ही प्रार्थी को दण्डित करने का मानस बना लिया था जो कि पूर्णतया अनुचित एवं अवैधानिक होने से सम्पूर्ण जांच कार्यवाही एवं दिया गया दण्ड निरस्त योग्य है।

4. प्रार्थी ने आगे मांग-पत्र में उल्लेख किया है कि प्रार्थी अखिल भारतीय बैंक ऑफ राजस्थान कर्मचारी संघ का सदस्य है। अप्रार्थी नियोजक संस्थान में अन्य विरोधी संगठन ऑल इण्डिया बैंक एम्प्लोईज एसोशियेशन से सम्बद्ध संगठन के कितने सदस्यों ने प्रार्थी की संगठन सम्बन्धित गतिविधियों के मध्य नजर एक संयुक्त हस्ताक्षरित पत्र दिनांक 27-1-1996 को अप्रार्थी के सिरोही शाखा के शाखा प्रबन्धक को प्रस्तुत किया जिसमें तथाकथित घटना को दिनांक 23-1-96 का होना दर्शाया है किन्तु उक्त पत्र से पूर्व ही शाखा प्रबन्धक ने दिनांक 24-1-96 को एक शिकायत पत्र अप्रार्थी को प्रेषित कर दिया जब कि शिकायतकर्ता हनुमानसिंह राजपुरोहित ने प्रार्थी के विरुद्ध शिकायत दिनांक 27-1-96 को प्रस्तुत की। प्रार्थी के विरुद्ध तथाकथित घटना के सम्बन्ध में न तो जाँच की गई है ही प्रार्थी से किसी प्रकार का कोई स्पष्टीकरण मांगा गया। जाँच अधिकारी ने खुले मस्तिष्क से जाँच कर प्रार्थी के हितों की रक्षा नहीं की। प्रार्थी के विरुद्ध की गई प्राथमिक जाँच की प्रति न तो जाँच कार्यवाही प्रारम्भ किये जाने से पूर्व और न ही जाँच कार्यवाही के दौरान ही प्रार्थी को उपलब्ध करवाई गई। जाँच अधिकारी द्वारा प्रारम्भिक जाँच रिपोर्ट को पत्रावली पर दर्ज तो कर दिया किन्तु प्रार्थी को न तो प्राथमिक जाँच कार्यवाही की प्रति दी गई और न ही मूल दस्तावेज का निरीक्षण करवाया गया एवं उक्त दस्तावेजों में वर्णित तमाम कथनों के संबंध में प्रार्थी को प्रतिपरीक्षण करने का अवसर भी नहीं दिया गया। इस आधार पर भी सम्पूर्ण जाँच कार्यवाही दूषित होने से निरस्त योग्य है।

5. प्रार्थी ने आगे मांग-पत्र में उल्लेख किया है कि अप्रार्थी संस्थान में दो यूनियन हैं जिसमें से एक संगठन ऑल इण्डिया बैंक एम्प्लोईज एसोशियेशन से सम्बन्ध है जिसका हनुमानसिंह राजपुरोहित सदस्य है तथा प्रार्थी भारतीय मजदूर संघ एवं नेशनल आर्गनाइजेशन बैंक ऑफ वर्क्स से सम्बन्ध अखिल भारतीय राजस्थान कर्मचारी संघ का सदस्य है। प्रार्थी की छवि उच्च अधिकारियों की नजरों में गिराने एवं प्रार्थी को हैरान व परेशान करने की दृष्टि से हनुमानसिंह राजपुरोहित द्वारा झूठी कहानी रचकर शिकायत को जन्म दिया गया है। प्रार्थी का कथन है कि तत्कालीन शाखा प्रबन्धक श्री भंवर सिंह राठौड़ प्रार्थी से व्यक्तिगत द्वेष रखते थे। प्रार्थी ने श्री राठौड़ द्वारा दिये गये कार्यों की सूचना जब उच्च अधिकारियों को दी उससे व्यथित होकर बदले की कार्यवाही के अन्तर्गत प्रार्थी के विरुद्ध झूठी शिकायत रचने में सहयोग किया। जाँच अधिकारी एवं अप्रार्थी दोनों ने ही प्रार्थी द्वारा प्रस्तुत बचाव पक्ष के गवाहों की गवाही पर कतई निर्भर नहीं किया। प्रार्थी को जिन आरोपों के लिए दोषी ठहराया है उसमें प्रार्थी कभी भी लेशमात्र भी लिप्त नहीं रहा। आरोप सं. 1 के अन्तर्गत इन्डसेन्ट बिहेवियर प्रार्थी द्वारा नहीं किया गया न ही शराब के नशे में या अन्यथा किसी भी प्रकार का अशोभनीय व्यवहार बैंक परिसर में किया। प्रार्थी द्वारा कभी भी जानबुझकर किसी भी अधिकारी के विधिक एवं उचित आदेश की अवहेलना नहीं की गई। प्रार्थी के किसी भी कृत्य द्वारा बैंक के हितों पर किसी भी प्रकार की कोई प्रतिकूलता पारित नहीं हुई जिससे बैंक को गम्भीर हानि का सामना करना पड़ा हो अतः आरोप संख्या-4 पूर्णतया निरस्त योग्य है। आरोप संख्या-5 के अन्तर्गत

अप्रार्थी द्वारा कहीं भी इस बात का उल्लेख नहीं किया गया है कि प्रार्थी द्वारा कौनसा निर्बन्धात्मक व्यवहार किया गया। प्रार्थी के विरुद्ध लगाये गये तमाम आरोपों में से एक भी आरोप साबित नहीं हुआ। जाँच अधिकारी द्वारा भी अनुमान के आधार पर आरोप को आंशिक साबित किया है, आंशिक साबित होने का एकमात्र कारण प्रार्थी के विरुद्ध किया गया षड्यंत्र मात्र है। जाँच अधिकारी द्वारा किये गये निष्कर्ष का तुलनात्मक अध्ययन करने पर एवं अप्रार्थी द्वारा प्रस्तावित दण्ड की मात्रा एवं तत्पश्चात् पारित अन्तिम दण्डादेश में दिये गये दण्ड की मात्रा प्रार्थी के मौलिक अधिकारों का हनन करता है एवं संविधान के अनुच्छेद 14 का भी उल्लंघन है। प्रार्थी का कथन है कि तत्कालीन शाखा प्रबन्धक श्री भंवर सिंह राठौड़ ने अपने स्वार्थों की पूर्ति के लिए विभिन्न प्रकरण बनाकर प्रार्थी को गलत तरीके से आरोपित करवाया है। प्रार्थी को रोकड़ विभाग से हटवाकर स्वयं के क्रियाकलापों में सहयोग प्रदान करने वाले श्री हनुमान सिंह राजपुरोहित को रोकड़ विभाग का इन्चार्ज बना दिया। प्रार्थी को रोकड़ विभाग से हटाने के बाद श्री भंवर सिंह राठौड़ ने भरपूर आर्थिक अपराध किये जिसमें हनुमानसिंह राजपुरोहित ने भी भरपूर सहयोग दिया। प्रार्थी एक सिद्धांतवादी कर्मचारी हैं बैंक हितों के प्रतिकूल न तो कोई कार्य करता है न ही किसी को करने देता है इसी कारण इन्होंने प्रार्थी को अपने रास्ते में बाधा समझकर प्रार्थी के विरुद्ध षड्यंत्र रचा। प्रार्थी का कथन है कि प्रार्थी द्वारा प्रस्तुत गवाह डी. डब्लु -1 एवं डी. डब्लु -2 के बयानों पर कतई ध्यान नहीं दिया गया जाँच अधिकारी ने मात्र केवल बैंक पक्ष की गवाही को ही महत्व दिया गया एवं निर्भर किया गया एवं उसी आधार पर जाँच रिपोर्ट तैयार की गई जो किसी भी रूप से न्यायोचित एवं विधिक नहीं है। प्रार्थी के प्रकरण में प्रार्थी के विरुद्ध जाँच कार्यवाही प्रारम्भ करते ही अप्रार्थी द्वारा प्रार्थी को सजा दे दी गई एवं प्रार्थी से प्रधान रोकड़िया श्रेणी 'ए' के कर्तव्य का सम्पादन करवाया जाना अप्रार्थी ने न केवल समाप्त कर दिया बल्कि प्रार्थी को प्रधान रोकड़िया के कर्तव्य के लिए हमेशा के लिए बर्चित कर दिया ऐसा करने से पूर्व किसी भी विधिक प्रक्रिया को नहीं अपनाया। उक्त आधारों पर प्रार्थी द्वारा अप्रार्थी द्वारा पारित आदेश दिनांक 25-1-2001 एवं 31-1-2001 द्वारा मूल वेतन को दो स्टेज नीचे खिसकाये जाने एवं प्रधान रोकड़िया 'ए' श्रेणी के पद से स्थायी रूप से पदावनत किये जाने के दण्डादेश को अनुचित एवं अवैधानिक घोषित कर निरस्त करते हुए अप्रार्थी द्वारा रोकी गई वेतन एवं भत्तों की राशि को मय एरियर एवं ब्याज सहित दिलाये जाने का अनुतोष चाहते हैं तथा वाद व्यय की भी माँग की है।

अप्रार्थी की ओर से जवाब प्रस्तुत करते हुए प्रारम्भिक आपत्तियों में उल्लेख किया गया है कि प्रार्थी द्वारा प्रस्तुत माँग-पत्र मेन्टेनेबल नहीं है। यह विवाद सहायक श्रम आयुक्त केन्द्रीय अजमेर के समक्ष यूनियन द्वारा प्रस्तुत किया गया था किन्तु न्यायालय के समक्ष यूनियन ने माँग-पत्र प्रस्तुत नहीं किया है अतः प्रार्थी का माँग-पत्र खारिज किये जाने योग्य है। राजस्थान स्टेट बैंक वर्क्स आर्गनाइजेशन नाम की यूनियन का अब कोई अस्तित्व नहीं है तथा यह यूनियन विद्यमान ही नहीं है अतः केन्द्रीय सरकार द्वारा प्रेषित रैफरेन्स में प्रस्तुत स्टेटमेन्ट ऑफ क्लेम निरस्त किये जाने योग्य है। स्टेटमेन्ट ऑफ क्लेम

औद्योगिक विवाद अधिनियम की धारा 2 (के) अन्तर्गत औद्योगिक विवाद नहीं है अतः स्टेटमेंट ऑफ क्लेम निरस्त किये जाने योग्य है।

7. जबाब मांग-पत्र में आगे उल्लेख किया गया है कि प्रार्थी के विरुद्ध अनुचित व अवैधानिक रूप से जांच कार्यवाही नहीं की गई बल्कि जांच पूरी तरह से उचित, फेयर, प्राकृतिक न्याय के सिद्धांतों के अनुरूप की गई। प्रार्थी द्वारा जांच के सम्बन्ध में लगाये तमाम आक्षेप आधारहीन हैं। प्रार्थी स्वयं ने आरोप सं. 1 जो कि सबसे गम्भीर आरोपों में से एक है को बिना किसी शर्त या दबाव के स्वेच्छा से स्वीकार कर लिया। प्रार्थी को आरोप-पत्र दिनांक 12-3-96 व आरोप-पत्र दिनांक 8-8-96 दिये गये, प्रार्थी द्वारा प्रस्तुत स्पष्टीकरण तथ्यों पर असंतोषजनक था। अप्रार्थी बैंक में बैंक का सामान्य कामकाज प्रायः अंग्रेजी भाषा में ही होता है, प्रार्थी स्वयं एम.कॉम की योग्यता रखता है तथा उसने अपनी ज्वॉइनिंग रिपोर्ट भी अंग्रेजी में लिखकर दी व स्वयं का कन्फर्मेशन किये जाने का पत्र भी अंग्रेजी में लिखकर दिया था। प्रार्थी हैड केशियर श्रेणी 'अ' के पद का कार्य करता था। उस पद का प्रायः अधिकांश कार्य अंग्रेजी भाषा में ही होता है। इस प्रकार प्रार्थी को अंग्रेजी भाषा का समुचित ज्ञान था अतः यह नहीं कहा जा सकता कि प्रार्थी अंग्रेजी में लिखे तथ्यों को समझ नहीं पाया हो। प्रार्थी ने आरोप-पत्र का हिंदी अनुवाद दिये जाने की कभी मांग नहीं की। वास्तव में जब-जब प्रार्थी ने चाहा प्रार्थी के चाहे अनुसार जांच कार्यवाही हिन्दी में सम्पादित की गई है। प्रार्थी द्वारा अनुशासनिक अधिकारी पर जो आक्षेप लगाये हैं वे गलत व आधारहीन हैं। अनुशासनिक अधिकारी दुराग्रह से प्रसित नहीं थे बल्कि अनुशासनिक अधिकारी पूरी तरह से निष्पक्ष थे। बैंक कर्मचारियों का संयुक्त हस्ताक्षरित पत्र दिनांक 23-1-96 को प्राप्त हुआ था। 27-1-96 का पत्र एक कर्मचारी हनुमान सिंह राजपुरोहित द्वारा अकेले शाखा उपप्रबन्धक को दिया गया था। दिनांक 23-1-96 की घटना के बारे में किसी भी प्रकार का विवाद उठाने अथवा घटना की सत्यता पर संदेह प्रकट करने, घटना को विवादित बनाने आदि के सभी अधिकार प्रार्थी के समाप्त हो चुके हैं क्योंकि प्रार्थी ने 17-2-99/20-3-99 के पत्र के जरिये इस घटना को स्वीकार कर आरोप को भी स्वीकार कर लिया है। प्रार्थी द्वारा जांच अधिकारी के संबंध में जितने भी आक्षेप लगाये हैं वे आधारहीन हैं। जांच अधिकारी ने प्रार्थी को अपना पक्ष रखने नियोजक पक्ष के गवाहों से जिरह का पूर्ण अवसर दिया है तथा बचाव प्रतिनिधि के बारे में भी मौका दिया गया है। जो दस्तावेज पेश हुए उनकी प्रतियां प्रार्थी को दी गई हैं। भंवर सिंह राठौड़ तत्कालीन शाखा प्रबन्धक व प्रार्थी के बीच कोई व्यक्तिगत ट्रेषता हो इसकी बैंक प्रबंधकों को जानकारी नहीं है। आरोप सं. 4 जो प्रार्थी पर लगाया गया वह मुख्य रूप से उसके पास रोकड़ में 5000 रुपये कम होने के संदर्भ में था। चूंकि प्रार्थी के पास रोकड़ की जिम्मेदारी थी और उसमें होने वाली सभी प्रकार की कमी की पूर्ति उसके द्वारा ही की जानी होती है। यह आरोप प्रार्थी के खिलाफ सिद्ध पाया गया है। प्रार्थी द्वारा उक्त 5000 रुपये की राशि का भुगतान किया गया है। आरोप संख्या-5 के संबंध में प्रार्थी ने अपने स्पष्टीकरण में ही बैंक को यह लिखकर दे दिया था कि इस प्रकार के व्यवहार से मेरी व बैंक की प्रतिष्ठा पर आंच आई है, मैं

आपको विश्वास दिलाता हूँ कि भविष्य में इस व्यवस्था में सुधार करूंगा। अतः उक्त आरोप के बारे में कोई तथ्य विवादित नहीं रह जाता है। अनुशासनिक अधिकारी ने आरोप सं. 3 प्रार्थी के विरुद्ध सिद्ध नहीं पाया इसलिये उसे आरोप सं. 3 से मुक्त किया गया, आरोप सं. 2 जांच अधिकारी की रिपोर्ट के आधार पर अनुशासनिक अधिकारी ने सिद्ध पाया है तथा उसकी सत्यता के संबंध में प्रार्थी ने मांग-पत्र में कोई आपत्ति नहीं की है। अतः आरोपों की गम्भीरता को देखते हुए उसके अनुपात में दिया गया दण्ड उचित है व प्राकृतिक न्याय के सिद्धांतों के अनुरूप है। अतः उसमें किसी भी प्रकार का परिवर्तन अथवा कमी नहीं की जा सकती। दण्ड पूरी तरह से उचित एवं वैध है। उक्त आधारों पर अप्रार्थी द्वारा प्रार्थी का मांग-पत्र खारिज किये जाने की प्रार्थना की है।

8. प्रार्थी ने अपने मांग-पत्र में उल्लेख किये गये तथ्यों की पुष्टि में स्वयं का शपथ-पत्र प्रस्तुत किया। विपक्षी की ओर श्री नरेन्द्र कुमार जेटलिया ने मांग-पत्र के प्रतिउत्तर में उल्लेख किये गये तथ्यों की पुष्टि में अपना शपथ-पत्र प्रस्तुत किया। प्रार्थी ने स्वयं का संशोधित शपथ-पत्र भी प्रस्तुत किया।

9. इस स्तर पर दोनों पक्षों ने एक प्रार्थना-पत्र प्रस्तुत कर यह उल्लेख किया कि प्रार्थी विपक्षी बैंक द्वारा लिये गये निर्णय से पूरी तरह से संतुष्ट है तथा अब वह बैंक से किसी प्रकार की राहत नहीं चाहता है। इसी प्रकार प्रार्थी ने यह भी उल्लेख किया है कि वह लोक अदालत की भावना से इस मुकदमे को चलाना नहीं चाहता है। दोनों पक्षों ने यह उल्लेख किया है कि अब उनके बीच कोई विवाद शेष नहीं है। दोनों पक्षों ने इसी आशय का अवार्ड पारित करने की प्रार्थना की।

10. बहस सुनी गई। पत्रावली का अवलोकन किया गया।

11. दोनों पक्षों की ओर से प्रस्तुत प्रार्थना-पत्र में प्रार्थी ने स्पष्ट रूप से उल्लेख किया है कि बैंक द्वारा लिये गये निर्णय से पूरी तरह से संतुष्ट है तथा वह अब किसी प्रकार का अनुतोष बैंक से प्राप्त नहीं करना चाहता है। दोनों पक्षों ने यह भी उल्लेख किया है कि अब उनके मध्य कोई विवाद शेष नहीं है।

अधिनिर्णय

12. चूंकि पक्षकारों के मध्य कोई विवाद शेष नहीं रहा है अतः इस प्रकरण में नोटिस्पयुट अवार्ड पारित किया जाता है।

13. इस अवार्ड को प्रकाशनार्थ भारत सरकार के श्रम मंत्रालय को प्रेषित किया जावे।

14. यह अधिनिर्णय आज दिनांक 4-1-2010 को खुले न्यायालय में हस्ताक्षर कर सुनाया गया।

एच. आर. नागौरी, न्यायाधीश

नई दिल्ली, 30 जुलाई, 2010

का.आ. 2029 - कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा-1 की उप-धारा(3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 1 सितम्बर, 2010 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के

अध्याय-4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है)
अध्याय-5 और 6 (धारा-76 की उप-धारा(1) और धारा-77, 78,
79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है) के उपबंध
आन्ध्र प्रदेश राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात् :—

“महबूबनगर जिले के बालानगर मण्डल में स्थित अग्रहारम्
पोटलपल्लि, अप्पाजीपल्लि, बालानगर, बीबीनगर, बोडजनमपेट,
गौतापुर, गुंदेड, गुन्दलपोटलपल्लि, केतिरेडिडपल्लि, माचारम्,
मोतिघनापुर, नन्दारम्, नेरेल्लपल्लि, बेद्दाइपल्लि रंगारेडिडगुडा, सेरिगुडा,
वनमवानिगुडा तथा राजापुर राजस्व गाँव के सीमा के अंतर्गत सभी क्षेत्र।”

[सं. एस-38013/29/2010-एस. एस.-1]

नरेश जायसवाल, अवर सचिव

New Delhi, the 30th July, 2010

S.O. 2029. — In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st September, 2010 as the date on which the provisions of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter-V and VI [(except Sub-Section (i) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force] of the said Act shall come into force in the following areas in the State of Andhra Pradesh namely:—

“All the areas falling within the limits of Revenue Villages of Agraharam Potlapally, Appajipally, Balanagar, Bibinagar, Bodajanampet, Goutapur, Gunded, Gundlapotlapally, Kethiredipally, Machram, Mothighanapur, Nandaram, Nerellapally, Peddaipally, Rangareddyguda, Seriguda, Vnamavaniguda and Rajapur in Balanagar Mandal of Mahaboobnagar.”

[No. S-38013/29/2010-S.S. I]

NARESH JAISWAL, Under Secy.

नई दिल्ली, 30 जुलाई, 2010

का.आ. 2030- कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा-1 की उप-धारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 1 सितम्बर, 2010 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय-4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी हैं) अध्याय-5 और 6 [धारा-76 की उप-धारा(1) और धारा-77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी हैं] के उपबंध केरल राज्य के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात् :—

“कौलैकोड विल्लेज, नेडुमनगाड तालुक, तिरुवनन्तपुरम”।

[सं. एस-38013/30/2010-एस. एस.-1]

नरेश जायसवाल, अवर सचिव

New Delhi, the 30th July, 2010

S.O. 2030.— In exercise of the powers conferred by sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st September, 2010 as the date on which the provision of Chapter IV (except Sections 44 and 45 which have already been brought into force) and Chapter-V and VI (except Sub-Section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force) of the said Act shall come into force in the following areas in the State of Kerala namely :—

“Kolaikkode Village in Nedumangadu Taluk in Thiruvananthapuram District.”

[No. S-38013/30/2010-S.S. I]

NARESH JAISWAL, Under Secy.